

City of Glendale Council Meeting Agenda March 27, 2012 – 7:00 p.m.

City Council meetings are telecast live at 7:00 p.m. on the second and fourth Tuesday of the month. Repeat broadcasts are telecast the second and fourth week of the month – Wednesday at 2:30 p.m., Thursday at 8:00 a.m., Friday at 8:00 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 1:30 p.m. on Glendale Channel 11.

Welcome!

We are glad you have chosen to attend this City Council meeting. We welcome your interest and encourage you to attend again.

Form of Government

The City of Glendale has a Council-Manager form of government. Legislative policy is set by the elected Council and administered by the Council-appointed City Manager.

The City Council consists of a Mayor and six Councilmembers. The Mayor is elected every four years by voters city-wide. Councilmembers hold four-year terms with three seats decided every two years. Each of the six Councilmembers represent one of six electoral districts and are elected by the voters of their respective districts (see map on back).

Council Meeting Schedule

The Mayor and City Council hold Council meetings to take official action two times each month. These meetings are held on the second and fourth Tuesday of the month at 7:00 p.m. Regular meetings are held in the Council Chambers, Glendale Municipal Office Complex, 5850 W. Glendale Avenue.

Agendas may be obtained after 4:00 p.m. on the Friday before a Council meeting, at the City Clerk's Office in the Municipal Complex. The agenda and supporting documents are posted to the city's Internet web site, www.glendaleaz.com

Questions or Comments

If you have any questions about the agenda, please call the City Manager's Office at (623) 930-2870. If you have a concern you would like to discuss with your District Councilmember, please call (623) 930-2249, Monday - Friday, 8:00 a.m. – 5:00 p.m.

Public Rules of Conduct

The presiding officer shall keep control of the meeting and require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests, or other conduct which disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Councilmembers, city staff, or members of the public are not allowed. It is inappropriate to utilize the public hearing or other agenda item for purposes of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease such conduct upon request of the presiding officer will be grounds for ending a speaker's time at the podium or for removal of any disruptive person from the meeting room, at the direction of the presiding officer.

How to Participate

The Glendale City Council values citizen comments and input. If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a blue Citizen Comments Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the Citizen Comments portion of the agenda is reached. Because these matters are not listed on the posted agenda, the City Council may not act on the information during the meeting but may refer the matter to the City Manager for follow-up.

Public Hearings are also held on certain agenda items such as zoning cases, liquor license applications and use permits. If you wish to speak or provide written comments about a public hearing item on tonight's agenda, please fill out a gold Public Hearing Speakers Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the public hearing on the item has been opened.

When speaking at the Podium, please state your name and the city in which you reside. If you reside in the City of Glendale, please state the Council District you live in and present your comments in five minutes or less.



**** For special accommodations or interpreter assistance, please contact the City Manager's Office at (623) 930- 2870 at least one business day prior to this meeting. TDD (623) 930-2197.**

**** Para acomodacion especial o traductor de español, por favor llame a la oficina del adminsitrador del ayuntamiento de Glendale, al (623) 930-2870 un día hábil antes de la fecha de la junta.**

Councilmembers

Norma S. Alvarez - Ocotillo District
H. Philip Lieberman - Cactus District
Manuel D. Martinez - Cholla District
Joyce V. Clark - Yucca District
Yvonne J. Knaack – Barrel District



MAYOR ELAINE M. SCRUGGS

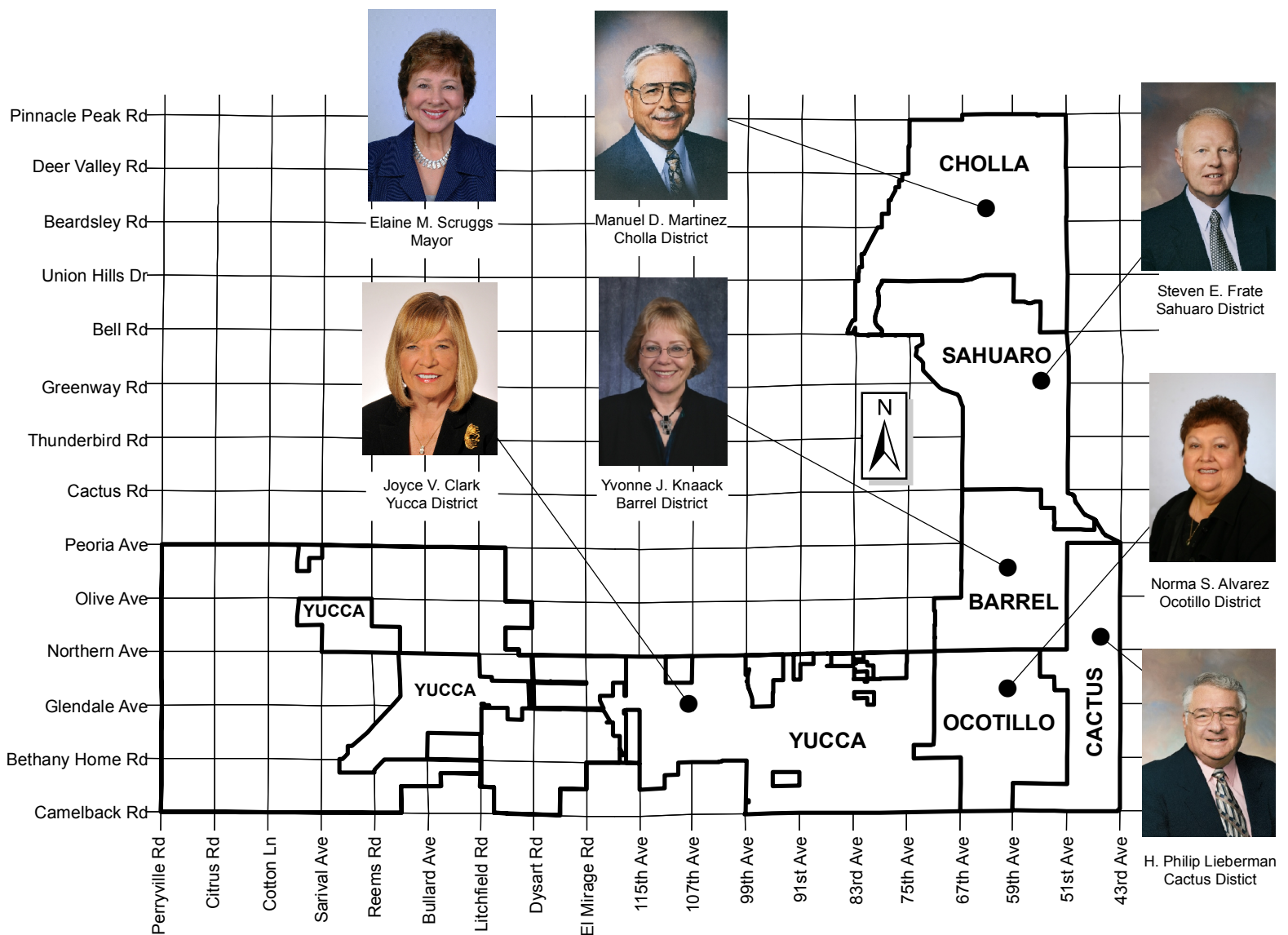
Vice Mayor Steven E. Frate - Sahuaró District

Appointed City Staff

Ed Beasley – City Manager
Craig Tindall – City Attorney
Pamela Hanna – City Clerk
Elizabeth Finn – City Judge



Council District Boundaries





GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
March 27, 2012
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

APPROVAL OF THE MINUTES OF March 13, 2012

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Councilmember Joyce Clark

PROCLAMATIONS AND AWARDS

PROCLAIM APRIL 8 – 14, 2012 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

PRESENTED BY: Office of the Mayor

ACCEPTED BY: Loretta Hadlock, Police Operations Manager for Communications at the City of Glendale

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.

1. SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST

PRESENTED BY: Susan Matousek, Revenue Administrator

2. SPECIAL EVENT LIQUOR LICENSE, CHOIR BOYS SOCIAL CLUB

PRESENTED BY: Susan Matousek, Revenue Administrator

3. LIQUOR LICENSE NO. 5-4802, CARAMBA FRESH MEXICAN FOOD

PRESENTED BY: Susan Matousek, Revenue Administrator

4. LIQUOR LICENSE NO. 5-5229, SHANGRI LA CHINESE CUISINE

PRESENTED BY: Susan Matousek, Revenue Administrator

5. POLICE DEPARTMENT LEASE

PRESENTED BY: Debora Black, Interim Police Chief

CONSENT RESOLUTIONS

6. FEDERAL AVIATION ADMINISTRATION GRANT

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

RESOLUTION: 4552

7. AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR USE OF CITY INSPECTORS

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

RESOLUTION: 4553

BIDS AND CONTRACTS

8. AWARD OF BID FOR RESTORATION OF MYRTLE AVENUE CULTURAL GATEWAY

PRESENTED BY: Jon M. Froke, AICP, Planning Director

9. AWARD OF BID FOR 59TH AVENUE MEDIAN BARRIER EXTENSION AT THUNDERBIRD PARK

PRESENTED BY: Gregory Rodzenko, P.E. Acting City Engineer

RESOLUTIONS

10. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TEMPE

PRESENTED BY: Mark Burdick, Fire Chief

RESOLUTION: 4554

11. DECLARATION OF TRUST (PUBLIC HOUSING MODERNIZATION GRANT PROJECTS)

PRESENTED BY: Jim Colson, Deputy City Manager

RESOLUTION: 4555

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. Once your name is called by the Mayor, proceed to

the podium, state your name and address for the record and limit your comments to a period of five minutes or less.

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));**
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. §38-431.03 (A)(2));**
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));**
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (A)(4));**
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5));**
or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).**

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

APPROVAL OF THE MINUTES OF March 13, 2012

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES

Purpose: This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

Ad-Hoc Citizen Task Force on Water and Sewer

Brent Ackzen	Sahuaro	Appointment	04/01/2012	12/31/2012
Brian Bates	Sahuaro	Appointment	04/01/2012	12/31/2012
Christopher Flippen	Sahuaro	Appointment	04/01/2012	12/31/2012
Kenneth Knickerbocker	Sahuaro	Appointment	04/01/2012	12/31/2012
John Krystek	Sahuaro	Appointment	04/01/2012	12/31/2012
Gary Livingston	Sahuaro	Appointment	04/01/2012	12/31/2012
Steven Rex	Sahuaro	Appointment	04/01/2012	12/31/2012
Gary Sherwood	Sahuaro	Appointment	04/01/2012	12/31/2012
Robert Steiger	Sahuaro	Appointment	04/01/2012	12/31/2012
Jamie Aldama	Yucca	Appointment	04/01/2012	12/31/2012
Donald Gross	Yucca	Appointment	04/01/2012	12/31/2012
Richard Schwartz	Yucca	Appointment	04/01/2012	12/31/2012
Bob Stratton	Yucca	Appointment	04/01/2012	12/31/2012
Manuel Cruz	Mayoral	Appointment	04/01/2012	12/31/2012
Fred Kriess Jr.	Mayoral	Appointment	04/01/2012	12/31/2012

Citizens Transportation Oversight Commission

Vincent Abeyta	Cholla	Reappointment	03/27/2012	03/25/2014
Vincent Abeyta – Chair	Cholla	Appointment	03/27/2012	03/26/2013
William Sheldon – Vice Chair	Mayoral	Reappointment	03/27/2012	03/26/2013

Historic Preservation Commission

Nancy Lenox	Barrel	Reappointment	04/13/2012	04/13/2014
Jacoba Worsdell – Chair	Ocotillo	Appointment	04/13/2012	04/13/2013
Nancy Lenox – Vice Chair	Barrel	Appointment	04/13/2012	04/13/2013

Parks & Recreation Advisory Commission

Mike Buettner	Cholla	Appointment	04/09/2012	04/09/2014
Robert Portillo	Yucca	Reappointment	04/09/2012	04/09/2014
Robert Portillo – Chair	Yucca	Appointment	04/09/2012	04/09/2013

Planning Commission

Bruce Larson	Mayoral	Reappointment	03/27/2012	03/25/2014
Robert Petrone	Cholla	Reappointment	03/27/2012	03/25/2014
Gary Sherwood	Sahuaro	Reappointment	03/27/2012	03/25/2014
Gary Sherwood – Chair	Sahuaro	Appointment	03/27/2012	03/25/2013
Robert Petrone – Vice Chair	Cholla	Appointment	03/27/2012	03/25/2013

Recommendation: Make appointments to the boards, commissions and other bodies and administer the Oaths of Office.

PROCLAMATIONS AND AWARDS

PROCLAIM APRIL 8 – 14, 2012 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

Purpose: This is a request for City Council to proclaim April 8 through April 14, 2012 as National Public Safety Telecommunicators Week. This proclamation would allow Glendale to recognize the efforts, work and dedication of 911 radio dispatchers and call takers.

Loretta Hadlock, Police Operations Manager for Communications at the City of Glendale, will be present to accept the proclamation. Ms. Hadlock has worked in Communications for over 25 years.

Background: In 1992, the second full week in April was first nationally celebrated as “National Public Safety Telecommunicators Week,” although they have now abbreviated the proclamation title to NTW.

In his 1994 Presidential Proclamation, President Clinton described the purpose of NTW well. He said: “America’s public safety telecommunicators serve our citizens daily in countless ways. The work of these unseen first responders is invaluable in emergency situations, and each of these dedicated men and women deserves our heartfelt appreciation. This week is a time for a grateful nation to show its appreciation and to recognize that our health, safety, and well-being are often dependent on the commitment and steadfast devotion of public safety telecommunicators.”

The Communications Center handled a total of 554,000 calls including 426,000 incoming and outgoing calls and over 128,000 dispatched calls for service in the past year. In addition to 911 calls and non emergency calls, the Communications Center processes all information requests from police officers concerning various queries and entries. The city is proud to have professional telecommunications personnel who efficiently and effectively process numerous calls for information and assistance to the citizens of Glendale.

Recommendation: Present a proclamation recognizing April 8 through April 14, 2012, as National Public Safety Telecommunicators Week. Loretta Hadlock, the Police Operations Manager of the Communications Division, will be present to accept the proclamation.

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.

1. SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST

Purpose: This is a request for City Council to approve a special event liquor license for the Assyrian Church of the East. The event will be held at Assyrian Church of the East located at 17334 North 63rd Avenue on Saturdays, April 21 from 6 p.m. to 2 a.m. and May 19, 2012, from 6 p.m. to 12:30 a.m. The purpose of this special event liquor license is for a fundraiser to be held indoors.

Background: If this application is approved, the total number of days expended by this applicant will be two of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Recommendation: Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

2. SPECIAL EVENT LIQUOR LICENSE, CHOIR BOYS SOCIAL CLUB

Purpose: This is a request for City Council to approve a special event liquor license for the Choir Boys Social Club. The event will be held at University of Phoenix's Great Lawn located at 1 Cardinals Drive on Thursday, April 26, from 4 p.m. to 9 p.m.; Friday, April 27, from 4 p.m. to 11 p.m.; Saturday, April 28, from 11 a.m. to 11 p.m.; and Sunday, April 29, 2012, from noon to 6 p.m. The purpose of this special event liquor license is for a fundraiser at the Big Red Rib & Music Festival.

Background: If this application is approved, the total number of days expended by this applicant will be four of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Recommendation: Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

3. LIQUOR LICENSE NO. 5-4802, CARAMBA FRESH MEXICAN FOOD

Purpose: This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Caramba Fresh Mexican Food located at 8285 West Union Hills Drive, Suite 107. The Arizona Department of Liquor Licenses and Control application (No. 12079013) was submitted by Ulysses Paul Klokis.

Background: The location of the establishment is 8285 West Union Hills Drive, Suite 107, in the Cholla District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 18,967. Caramba Fresh Mexican Food is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
03	Domestic Micro - Brewery	1
06	Bar - All Liquor	1
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	1
12	Restaurant	12
	Total	20

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Public Input: No public protests were received during the 20-day posting period.

Recommendation: Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

4. LIQUOR LICENSE NO. 5-5229, SHANGRI LA CHINESE CUISINE

Purpose: This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Shangri La Chinese Cuisine located at 18561 North 59th Avenue, Suite 120-122. The Arizona Department of Liquor Licenses and Control application (No. 12079014) was submitted by Donald Shu Tak Mui.

Background: The location of the establishment is 18561 North 59th Avenue, Suite 120-122 in the Cholla District. The property is zoned SC (Shopping Center). The population density within a one-mile radius is 14,212. Shangri La Chinese Cuisine is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	2
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	1
12	Restaurant	16
	Total	23

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Public Input: No public protests were received during the 20-day posting period.

Recommendation: Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

5. POLICE DEPARTMENT LEASE

Purpose: This is a request for City Council to authorize the City Manager to enter into a three-year commercial property lease for the Glendale Police Department.

Background: The city has been using this facility since 2005. The base rental rate of the current location is \$7,400 per month, plus applicable sales tax (currently 2.7%). The base rental rate will not increase and will remain the same for the three-year term.

Budget Impacts & Costs: Funding is available in the FY 2011-12 RICO funds for the lease agreement.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$91,198

Account Name, Fund, Account and Line Item Number:

RICO, Account No. 1860-32030-528600, \$91,198

Recommendation: Authorize the City Manager to enter into a three-year commercial property lease for the Glendale Police Department.

CONSENT RESOLUTIONS

6. FEDERAL AVIATION ADMINISTRATION GRANT

Purpose: This is a request for City Council to adopt a resolution accepting an anticipated grant offer from the U.S. Department of Transportation, Federal Aviation Administration (FAA), in the

approximate amount of \$139,050, for an environmental assessment for land acquisition associated with Glendale Municipal Airport operations.

Background: Glendale Municipal Airport staff applied for a grant from the FAA to assist in funding the required Environmental Assessment for land acquisition in the Airport's Runway Protection Zone, as required by the Airport Master Plan.

Staff expects the FAA to offer the grant as early as April 2012. However, because the FAA allows only a few days to formally accept the grant agreement once the offer is made, staff is requesting Council's approval to accept the grant prior to receiving the agreement from the FAA.

Budget Impacts & Costs: The anticipated grant award total will be approximately \$139,050 with a \$15,450 financial match that is required. Once the FAA grant is awarded, the city will apply for an Arizona Department of Transportation (ADOT) Aeronautics Division grant that will cover half of the match. The other half (\$7,725) will be funded by the city. Funding for the financial match is available in the FY 2011-12 capital improvement plan.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X				\$139,050

Account Name, Fund, Account and Line Item Number:

A specific project account will be established in Fund 2120, the Airport Capital Project Fund, once the grant agreement is formally executed.

Recommendation: Waive reading beyond the title and adopt a resolution accepting an anticipated grant offer from the U.S. Department of Transportation, Federal Aviation Administration (FAA), in the approximate amount of \$139,050, for an environmental assessment for land acquisition associated with Glendale Municipal Airport operations.

7. **AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR USE OF CITY INSPECTORS**

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Amendment No. 1 to an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) allowing for the use of city inspectors for an intersection improvement project at 51st Avenue and Camelback Road.

Background: Improvements at the intersection of 51st Avenue and Camelback Road are underway. A previous IGA with ADOT secured federal and Maricopa Association of Governments (MAG) regional funds to complete the project. That IGA required the city to pay all costs beyond the federal and MAG funding. Those estimated costs totaled \$420,000, which the city paid to ADOT in 2009. No additional city funding is required.

This amendment to the existing IGA allows for the use of City of Glendale inspectors who will share staffing responsibilities with ADOT for construction engineering services and inspections on this

project. ADOT will reimburse the city \$32,000 for these services. These funds will be deposited into the general fund.

Previous Council/Staff Actions: On November 25, 2008, Council approved an IGA with ADOT for intersection improvements at 51st Avenue and Camelback Road.

Community Benefit: By amending this agreement, the City of Glendale will generate \$32,000 in revenue through a reimbursement from ADOT for city inspection services.

Improvements to the intersection of 51st Avenue and Camelback Road will increase traffic flow and provide a more aesthetically pleasing roadway.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an amendment to an intergovernmental agreement with the Arizona Department of Transportation allowing for the use of city inspectors for an intersection improvement project at 51st Avenue and Camelback Road.

BIDS AND CONTRACTS

8. AWARD OF BID FOR RESTORATION OF MYRTLE AVENUE CULTURAL GATEWAY

Purpose: This is a request for City Council to award the bid and authorize the City Manager to enter into a construction agreement with JE Bowen Construction, LLC in an amount not to exceed \$105,100 for the restoration of the Myrtle Avenue Cultural Gateway located at 6040 West Myrtle Avenue.

Background: The restoration project includes two historic buildings: an adobe house built in 1936, and a service station built in 1930. The rehabilitation will be in accordance with the United States Secretary of the Interior's rehabilitation standards for the treatment of historic properties to retain the historic nature of the buildings. The property was listed on the National Register of Historic Places on January 22, 2009.

The work to be completed will be exterior and interior restoration of both the adobe house and service station, including roof repair, adobe stabilization, stucco repair, and painting. The buildings will not be occupied, and this project will complete the Myrtle Avenue Cultural Gateway.

The Engineering Department received two bids on January 19, 2012 with JE Bowen Construction, LLC being the lowest responsive and qualified bidder. Once a qualified bidder was identified, the National Parks Service had to approve the contractor in restoring historic properties. Approval from the National Parks Service was received last month. Restoration is scheduled to begin on April 30, 2012, with a completion date of July 31, 2012.

Previous Council/Staff Actions: On June 22, 2010, Council accepted a grant from the United States Department of Interior, National Park Service, for the restoration of the adobe house and service station.

Community Benefit: The restoration of the adobe house and service station will provide lasting evidence of Glendale's heritage with unique insight into a part of Glendale's history.

Budget Impacts & Costs: The funding is available through the Myrtle Avenue Cultural Gateway grant program. Matching funds are available in the FY 2011-12 capital improvement plan. No operating costs are associated with this project.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X				\$105,100

Account Name, Fund, Account and Line Item Number:

Myrtle Avenue Cultural Gateway, Account No. 1840-32153-551200, \$52,550

Myrtle Avenue Cultural Gateway-Match, Account No. 2130-84307-551200, \$52,550

Recommendation: Award the bid and authorize the City Manager to enter into a construction agreement with JE Bowen Construction, LLC for the restoration of the Myrtle Avenue Cultural Gateway in an amount not to exceed \$105,100.

9. **AWARD OF BID FOR 59TH AVENUE MEDIAN BARRIER EXTENSION AT THUNDERBIRD PARK**

Purpose: This is a request for City Council to award the bid and authorize the City Manager to enter into a construction agreement with C.T. Price Contracting, Inc. in the amount not to exceed \$51,625 to extend the median barrier located along 59th Avenue at Thunderbird Park.

Background: Key elements of the project include extension of the existing concrete median barrier and relocation of landscape irrigation facilities and plants to accommodate the change. The existing median barrier ends just south of the Thunderbird Park pedestrian bridge. The project will extend the concrete barrier south for an additional 201 linear feet along 59th Avenue through the median.

While the original median barrier was designed and built to meet all federal highway technical safety standards, the extension will provide for additional separation of traffic along this section of 59th Avenue in the park.

On February 9, 2012, six bids were received for this project, with C.T. Price Contracting, Inc. being the lowest responsive bidder in the amount of \$51,625.

Previous Council/Staff Actions: On March 27, 2007, Council awarded a construction contract to Meadow Valley Contractors, Inc. for the construction of street improvements to 59th Avenue through Thunderbird Park between Deer Valley and Pinnacle Peak roads.

Budget Impacts & Costs: Funds are available in the FY 2011-12 capital improvement plan. There are no operating costs associated with this project once it is completed.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$51,625
<u>Account Name, Fund, Account and Line Item Number:</u> Street Scallops, Account No. 1980-68103-550800, \$51,625					

Recommendation: Award the bid and authorize the City Manager to enter into a construction agreement with C.T. Price Contracting, Inc. in an amount not to exceed \$51,625 to extend the median barrier located along 59th Avenue at Thunderbird Park.

RESOLUTIONS

10. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TEMPE

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to execute an intergovernmental agreement (IGA) with the City of Tempe to transfer ownership of equipment for the All Hazard Incident Management Team (AHIMT) to the City of Glendale.

Background: The Arizona Department of Homeland Security (AZDOHS) is administering and overseeing the creation of Level III AHIMT's. There are 26 cities within the Central Region of Maricopa County which will be represented by three AHIMT's. These three teams will represent the West Valley, Central Valley, and East Valley. Due to geographical locations, the cities of Glendale, Phoenix, and Tempe have agreed to host the necessary equipment for their respective AHIMT areas. The teams are collaborating to develop, equip, and train staff for the purpose of providing incident command support during major emergency incidents and special events of significance for any community within the central region and statewide as needed.

In previous years, AZDOHS would purchase equipment via grants and then distribute it around the valley. This process has been discontinued and instead, AZDOHS provides grant funding to one agency with the understanding that the receiving agency will act as a pass-through entity. The City of Tempe has been awarded the State Homeland Security Grant Program (SHSGP) and as part of the award, has been designated as the pass-through entity. Some of the transferred equipment will include: 10 laptop computers, printers, generators, portable office equipment, and a hook lift truck (which will be used for transporting conex boxes of equipment) totaling \$370,678. Glendale will bear the sole responsibility for the equipment they receive pursuant to this agreement. The equipment will be supported by the manufacturer and will be stored in the joint fire/police department secured warehouse. The equipment will be available for Glendale's use during any large scale event.

This IGA meets all SHSGP requirements and is a best practice method for regional benefit, compatibility, and disbursement of SHSGP funding. This IGA will strengthen other grant funded goals and objectives already accepted by the City of Glendale including the Rapid Response Team and the Metropolitan Medical Response System.

Previous Council/Staff Actions: On November 15, 2010, the Fire Department entered into an agreement for All Hazards Incident Management Position Specific Team Training as a result of Solicitation No. 11-26.

On July 20, 2009, the Fire Department entered into an agreement for All Hazards Incident Management Position Specific Team Training as a result of Solicitation No. 09-18.

Community Benefit: Glendale is the host city for the Westside AHIMT. The Fire Department will be able to provide incident command support during major emergency incidents and special events in the West Valley and surrounding areas.

Budget Impacts & Costs: The annual operating and maintenance costs for the hook lift truck should not exceed \$750 annually and will be absorbed by the Fire Resource Management operating budget. There will be no maintenance cost for the other items.

No reimbursement will be received from the participating cities if the team is activated due to the Automatic Aid Agreement in place; however, if an incident is declared a Federal Emergency Management Agency (FEMA) disaster, Glendale will be reimbursed from the federal government.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$750

Account Name, Fund, Account and Line Item Number:

Fire Resource Management, Account No. 1000-12433-532400, \$750

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to execute an intergovernmental agreement (IGA) with the City of Tempe to transfer ownership of equipment for the All Hazard Incident Management Team (AHIMT) to the City of Glendale.

11. DECLARATION OF TRUST (PUBLIC HOUSING MODERNIZATION GRANT PROJECTS)

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement entitled, “Declaration of Trust (Public Housing Modernization Grant Projects)” with the U.S. Department of Housing and Urban Development (HUD).

Background: In 1971, the City of Glendale entered into a Consolidated Annual Contributions Contract No. SF-446 with HUD for Low Rent Public Housing Program and was later amended by the Annual Contributions Contract No. SF-512 for Housing Certificate Program with HUD.

HUD now requires the annual recording of a Declaration of Trust (Public Housing Modernization Grant Projects) for all cities and towns receiving federal funds for their respective low-income resident housing facilities. The Declaration of Trust is a legal instrument that formally grants HUD

beneficiary interest in public housing properties. In order to continue receiving HUD funding, the Declarations of Trust must now be filed as part of the Agency Plan, which is due each year in April.

Community Benefit: The filing of the Declaration of Trust will ensure that the city is in compliance with the federal regulations that enable the city to remain eligible to receive the capital funds that make it possible to operate and maintain the city-owned public housing communities.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement entitled, “Declaration of Trust (Public Housing Modernization Grant Projects)” with the U.S. Department of Housing and Urban Development; and further authorizing the City Manager to execute and deliver any and all future annual Declarations of Trust required by HUD relating to the City of Glendale’s low rent public housing program.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. Once your name is called by the Mayor, proceed to the podium, state your name and address for the record and limit your comments to a period of five minutes or less.

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. §38-431.03 (A)(2));
- (iii) discussion or consultation for legal advice with the city’s attorneys (A.R.S. §38-431.03 (A)(3));
- (iv) discussion or consultation with the city’s attorneys regarding the city’s position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5));
or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).



**MINUTES OF THE
GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
March 13, 2012
7:00 p.m.**

The meeting was called to order by Mayor Elaine M. Scruggs, with Vice Mayor Steven E. Frate and the following Councilmembers present: Norma S. Alvarez, Yvonne J. Knaack, H. Philip Lieberman and Manuel D. Martinez.

Councilmember Joyce V. Clark was absent.

Also present were Ed Beasley, City Manager; Horatio Skeete, Assistant City Manager; Craig Tindall, City Attorney; and Pamela Hanna, City Clerk.

Mayor Scruggs called for the Pledge of Allegiance and a moment of silence was observed.

COMPLIANCE WITH ARTICLE VII, SECTION 6(c) OF THE GLENDALE CHARTER

A statement was filed by the City Clerk that the 1 resolution to be considered at the meeting was available for public examination and the title posted at City Hall more than 72 hours in advance of the meeting.

APPROVAL OF THE MINUTES OF THE FEBRUARY 28, 2012 CITY COUNCIL MEETING

It was moved by Martinez, and seconded by Frate, to dispense with the reading of the minutes of the February 28, 2012 Regular City Council meeting, as each member of the Council had been provided copies in advance, and approve them as written. The motion carried unanimously.

BOARDS, COMMISSIONS AND OTHER BODIES

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

Ad-Hoc Citizen Task Force on Water and Sewer

Harry Bailey	Barrel	Appointment	04/01/2012	12/31/2012
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Bob Gonzalo	Barrel	Appointment	04/01/2012	12/31/2012
Glenn Russell	Barrel	Appointment	04/01/2012	12/31/2012
Burt Becker	Cactus	Appointment	04/01/2012	12/31/2012
Ricki Ray	Cactus	Appointment	04/01/2012	12/31/2012
Ronald Short	Cactus	Appointment	04/01/2012	12/31/2012
Vincent Abeyta	Cholla	Appointment	04/01/2012	12/31/2012
Mike Buettner	Cholla	Appointment	04/01/2012	12/31/2012
Allan DeFranco	Cholla	Appointment	04/01/2012	12/31/2012
Camille Donley	Cholla	Appointment	04/01/2012	12/31/2012
Jonathan Liebman	Cholla	Appointment	04/01/2012	12/31/2012
Vickie Loya	Cholla	Appointment	04/01/2012	12/31/2012
Terrence Arnold	Mayoral	Appointment	04/01/2012	12/31/2012
Kevin Frei	Mayoral	Appointment	04/01/2012	12/31/2012
Robert Petrone	Mayoral	Appointment	04/01/2012	12/31/2012
Bob Bohart	Ocotillo	Appointment	04/01/2012	12/31/2012
Barbara Garland	Ocotillo	Appointment	04/01/2012	12/31/2012
Leslie Sheeler	Ocotillo	Appointment	04/01/2012	12/31/2012
Rod Williams	Ocotillo	Appointment	04/01/2012	12/31/2012
Bud Zomok	Ocotillo	Appointment	04/01/2012	12/31/2012

The recommendation is to make appointments to the boards, commissions and other bodies and administer the Oaths of Office.

It was moved by Martinez, and seconded by Frate, to appoint Harry Bailey, Bob Gonzalo, Glenn Russell, Burt Becker, Ricki Ray, Ronald Short, Vincent Abeyta, Mike Buettner, Allan DeFranco, Damille Donley, Jonathan Liebman, Vickie Loya, Terrence Arnold, Kevin Frei, Robert Petrone, Bob Bohart, Barbara Garland, Leslie Sheeler, Rod Williams and Bud Zomok to the Ad-Hoc Citizen Task Force on Water and Sewer, for the terms listed above. The motion carried unanimously

Mayor Scruggs called those in attendance forward and administered the Oath of Office.

PROCLAMATIONS AND AWARDS

DISTINGUISHED BUDGET PRESENTATION AWARD

This is a request for City Council to accept the Distinguished Budget Presentation Award for the City of Glendale's fiscal year 2011-12 budget book.

The annual budget book is prepared to provide complete, readily available information for Council, citizens, media, rating agencies and other public entities. Preparation of the annual budget book reflects positively on a local government's financial management by providing complete public disclosure of the upcoming fiscal year's budget plan and prior fiscal year actuals. It provides valuable information on topics such as revenue and expenditure plans for the fiscal year's operating and capital budgets, the 10-year capital improvement plan, current and

future debt service obligations for existing operating and capital debt, and performance measures.

The Government Finance Officers Association of the United States and Canada (GFOA) issued the Distinguished Budget Presentation Award for the city's fiscal year 2011-12 budget book. This is the 24th consecutive year the city has been presented this award for its annual budget document.

This accomplishment means the city's published budget document satisfies nationally recognized guidelines for effective presentation of a city's budget. More specifically, the city's budget document meets program criteria as a policy document, operations guide, financial plan and communications device. This accomplishment also reflects the commitment of Council to meet the highest principles of governmental budgeting.

Council was presented with the Certificate of Achievement for Excellence in Financial Reporting for the FY 2009-10 Comprehensive Annual Financial Report (CAFR) at the October 11, 2011 Council meeting. That award was presented to the city for the 23rd consecutive year. The submission for the FY 2010-11 CAFR was done in December 2011 and the city will be notified of the results within the next six months.

The recommendation is to accept the Distinguished Budget Presentation Award.

Mayor Scruggs called Sherry Schurhammer, Executive Director, Financial Services, forward to present the award to City Council.

Mayor Scruggs said thank you very much Ms. Schurhammer and all of the city's staff who work in the financial services areas. The City Council is very proud to accept this; very proud to know that only a few cities have received it this many times. City Council appreciates all the work done to get the city to the point where this award is earned and deserved. Thank you very much.

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion.

Mr. Ed Beasley, City Manager, read agenda item numbers 1 through 4.

1. SPECIAL EVENT LIQUOR LICENSE, ST. JOSEPH ASSEMBLY #2126 KNIGHTS OF COLUMBUS

This is a request for City Council to approve a special event liquor license for St. Joseph Assembly #2126 Knights of Columbus. The event will be held at St. Helen's Catholic Church inside the Social Center located at 5510 West Cholla Street on Saturday, April 14, 2012, from 6 p.m. to 10 p.m. The purpose of this special event liquor license is for a fundraiser.

If this application is approved, the total number of days expended by this applicant will be one of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

2. LIQUOR LICENSE NO. 5-2871, EL PARRAL

This is a request for City Council to approve a person-to-person transferable series 6 (Bar - All Liquor) license for El Parral located at 4346 West Glendale Avenue. The Arizona Department of Liquor Licenses and Control application (No. 06070255) was submitted by Janet Karina Ponce.

The location of the establishment is 4346 West Glendale Avenue in the Cactus District. The property is zoned C-3 (Heavy Commercial). The population density within a one-mile radius is 26,008. El Parral is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	9
12	Restaurant	3
	Total	18

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

No public protests were received during the 20-day posting period.

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

3. LIQUOR LICENSE NO. 5-4888, PINK CABARET

This is a request for City Council to approve two liquor license applications: a person-to-person transferable series 6 (Bar – All Liquor) license and a person-to-person and location-to-location transferable series 6 (Bar – All Liquor) license for Pink Cabaret located at 6789 West Northern

Avenue. The Arizona Department of Liquor Licenses and Control applications (No. 06070612 and 06070640) were submitted by H.J. Lewkowitz.

The location of the establishment is 6789 West Northern Avenue in the Ocotillo District. The property is zoned M-2 (Heavy Industrial). The population density within a one-mile radius is 14,893. Pink Cabaret is currently operating with an interim permit, therefore, the approval will not increase the number of liquor licenses in the area. If these liquor license applications are approved, the Arizona Department of Liquor Licenses and Control would only issue one license and the other would be placed on inactive status. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	1
07	Bar - Beer and Wine	1
10	Liquor Store - Beer and Wine	3
14	Private Club	3
	Total	8

The City of Glendale Planning, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.

No public protests were received during the 20-day posting period.

Based on information provided under the background, it is staff's recommendation to forward these applications to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

4. LIQUOR LICENSE NO. 5-5034, ROYAL CROWN DISTRIBUTION

This is a request for City Council to approve a new, non-transferable series 4 (Wholesaler) license for Royal Crown Distribution located at 5310 West Lamar Road. The Arizona Department of Liquor Licenses and Control application (No. 04077024) was submitted by Walter Pester.

The location of the establishment is 5310 West Lamar Road in the Ocotillo District. The property is zoned M-1 (Light Industrial). The population density within a one-mile radius is 20,812. This series 4 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
01	In-State Producer	1
06	Bar - All Liquor	3
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	11

12	Restaurant	14
14	Private Club	2
	Total	34

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

No public protests were received during the 20-day posting period.

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

It was moved by Frate and seconded by Knaack, to approve the recommended actions on Consent Agenda Item Nos. 1 through 4, and to forward Special Event Liquor License Application for St. Joseph Assembly #2126, Knights of Columbus and Liquor License Application No. 5-2871 for El Parral, No. 5-4888 for Pink Cabaret and No. 5-5034 for Royal Crown Distribution to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.

RESOLUTIONS

5. INTERGOVERNMENTAL AGREEMENT WITH PEORIA FIRE DEPARTMENT

Mark Burdick, Fire Chief, presented this item.

This is a request for City Council to adopt a resolution authorizing the City Manager to execute an intergovernmental agreement (IGA) with the City of Peoria to transfer ownership of a cargo trailer to the Peoria Fire Department as part of the West Valley Metropolitan Medical Response System (MMRS).

The City of Glendale MMRS Program originated in 2002 and is funded through the Arizona Department of Homeland Security (AZDOHS), and managed by the Federal Emergency Management Agency (FEMA). The MMRS Program is the only federal medical preparedness program that enhances a local government's mass casualty event response, utilizing immediately available resources for the critical initial hours until federal resources can arrive.

There are only four MMRS cities in Arizona: Glendale, Mesa, Phoenix and Tucson. The MMRS program is designed to use these cities as pass-through agencies to distribute resources across the valley. The ultimate goal of the program is to share assets and resources while assisting in regional/statewide MMRS deployment for large scale incidents. In addition, the program is designed so that each MMRS city has a support city. These support cities are identified in the State of Arizona Emergency Response and Recovery Plan. Peoria is Glendale's support city.

The Glendale Fire Department previously purchased a trailer utilizing MMRS funds. This trailer has been outfitted with MMRS equipment and supplies and is ready to be deployed. The City of

Peoria Fire Department identified the need for a similar logistical support trailer to transport statewide deployable MMRS equipment and supplies. The Glendale Fire Department purchased an additional cargo trailer with the intention of transferring this trailer to the Peoria Fire Department. These are allowable expenses under MMRS funding guidelines and the equipment was approved in the FY 2010 MMRS grant application to the AZDOHS.

On November 9, 2010, Council approved the 2010 Arizona Department of Homeland Security Grant acceptance authorizing the city to accept \$673,696 in grant funds with \$307,896 specifically for the Glendale MMRS program.

On April 9, 2002, Council approved a contract with the U.S. Department of Health and Human Services to develop a MMRS. Since 2002, the Glendale Fire Department has utilized this grant on a yearly basis.

A transportable cache of medical supplies and equipment enables fire department paramedics and emergency medical technicians to effectively mitigate large scale medical and hazardous materials emergencies anywhere in the valley. This response capability is enhanced in the West Valley by collaborating with the City of Peoria Fire Department to mobilize their MMRS resources.

There is no financial impact to Glendale for transferring ownership of this cargo trailer and the City of Peoria will maintain responsibility for the trailer and all supplies and equipment transported in the trailer. Glendale purchased the cargo trailer for \$5,582 and has submitted the proper documentation to the AZDOHS for reimbursement.

The recommendation is to waive reading beyond title and adopt a resolution authorizing the City Manager to approve an intergovernmental agreement with the City of Peoria to transfer ownership of a cargo trailer to the Peoria Fire Department as part of the West Valley Metropolitan Medical Response System.

Resolution No. 4551 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA FIRE DEPARTMENT FOR EQUIPMENT FOR THE WEST VALLEY METROPOLITAN MEDICAL RESPONSE SYSTEM.

It was moved by Martinez, and seconded by Knaack, to pass, adopt and approve Resolution No. 4551 New Series. The motion carried unanimously.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Frate, and seconded by Martinez, to hold a City Council Workshop at 8:30 a.m. in Room B-3 of the City Council Chambers on Tuesday, March 20, 2012, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried unanimously.

MOTION TO EXCUSE COUNCILMEMBER CLARK

It was moved by Frate, and seconded by Knaack, to excuse Councilmember Clark from tonight's Council meeting. The motion carried unanimously.

CITIZEN COMMENTS

Andrew Marwick, a Phoenix resident, commented on the uncertainty of the Coyotes remaining in Glendale. He noted it was interesting to see the activity going on in the Westgate area with the new Tanger outlet coming soon. He said like most, they don't care if the Coyotes stay or leave, they are moving on with business such as others in the area. He stated that the business can do well without the Coyotes since most of the fans were from Canada and frequent businesses sparingly. However, having a casino in the area would draw people from all the surrounding areas year round, not just hockey season. He indicated that any further spending on the Coyotes would be a waste of time and money.

Ken Jones, an Ocotillo resident, stated he was here tonight to voice his concerns regarding the city's increase in water and sewer rates. He wonders if the city should refund some of the public's money since there were so many empty homes that don't require sewer or water services. He stated \$20 million was taken from the utilities reserve for the national hockey league. He believes the city should deduct \$10 from all of their future bills until every household and business was repaid for what they have been overcharged.

Sandra Burr, a Barrel resident, commented on the library issue. She thanked the Council for the time they are spending with the budget and city matters. She explained her passion for libraries and was hopeful the city does not cut library hours. She believes it would be inconceivable to do since the library was so valuable to many people. She stated that instead of cutting programs, the city could go after corporate sponsors such as Walgreens or Discount Tire and give them the naming rights for programs. She added they should also consider charging for meeting rooms and raising library fines. She provided other examples of money making ideas that could be done in the library to keep them opened.

Arthur LaRoy Thruston, a Cactus resident, commented on the bad economy around the country and everybody saying "it's the economy, stupid". However, many of the problems the city has today have been because of poor management and poor negotiation ability on part of the staff. Nevertheless, the Mayor and Council are some of his favorite people in government today. He suggested the Council look at issues in a more demanding detail regarding the city's pressing issues. He recommends staff take a fresh look at the Coyote issue and take another approach. He expressed his support of building the casino in Glendale.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Alvarez remarked on the Mayor's State of the City address this Thursday at the Civic Center. She hopes that next year, the city will consider having it in the Council Chambers so that anyone can attend the ceremony and not cost them anything. She believes the average individual should be able to attend and learn the city's process. She thanked Mr. Jones for

recommending the city enact a water and sewer commission a few years ago. She also thanked all who were participating in it.

Councilmember Lieberman remarked that Mr. Blaine Mullins, a long time resident and businessman, had passed away. He commented on Dr. Bill Frost, also a resident of Glendale, who had a massive heart attack and was not doing well. He asked for everyone to keep them both in their thoughts and prayers.

Vice Mayor Frate encouraged everyone to attend the Folk and Heritage Festival at Sahuaro Ranch Park on March 24th and 25th. He reminded everyone to watch children around water.

Councilmember Martinez thanked all who volunteered to be on the water and sewer committee. He encouraged the public to still apply since they are still looking for additional candidates.

Councilmember Knaack noted Mr. Ken Jones was not an applicant for the water and services committee. She stated that everyone needs to be part of the solution and hopes he applies. As to Councilmember Alvarez's remarks regarding the State of the City address, she explained that it was not a city sponsored event, but rather a Chamber of Commerce event. She indicated the Mayor was invited to speak and give the State of the City address. She also thanked all who volunteered to be on the water and services committee.

Mayor Scruggs said those were the same two topics she was going to talk about. She continued that Mr. Jones thought it would be great to have a citizen's task force and she said, "Mr. Jones I'll follow you up on that". She said we have about two years of emails back and forth and since then, she sent him emails and said please join her. Mayor Scruggs said he told me he is too busy trying to get a buyer for the Coyotes and doing other things like that but he is still welcome.

Mayor Scruggs said there were some people that were sworn in tonight who have voiced some equally worrisome feelings about the city of Glendale and the water and sewer. She practically had to twist one person's arm – she won't announce who it is out loud, but she assured him this was going to be a very open process, that all the information that anybody wants will be provided and Council encouraged Mr. Jones and all others to step forward.

Mayor Scruggs said she would like to address the State of the City issue. Many years ago there was a State of the City evening and she did present a State of the City address. However, there were some complaints from some Councilmembers who wanted to do their own State of the City program so then individual Councilmembers were also presenting. She noted there were seven Councilmembers presenting the State of the City and it really didn't work out at all. She said it was at the Civic Center or some other city building, she didn't even remember where it was. Mayor Scruggs said so then the Glendale Chamber of Commerce said –"you know we are not getting much attendance at our annual business meetings and this is supposed to be a big fundraiser". So they asked "Mayor Scruggs, would you come and present a speech on State of Business in the city?" She stated it's not about what is going on in neighborhoods; it's State of Business in the city. She agreed to present, their attendance doubled and since then they have asked every year, would she do this? She noted it's kind of awkward to say "State of Business in the City" so people shorten it. Mostly the Chamber shortens it to State of the City. Mayor

Scruggs said it is unlike what is done in Phoenix where the Mayor presents a State of the City address where he talks about all the departments and all the districts and all the neighborhood services, unlike what is done in the city of Tempe, the city of Scottsdale. She said in every other city the Mayor presents a State of the City address but she is focused on business in the city, it is a Chamber of Commerce event, it is their top fund raising event for the year. She believed that as long as they want to continue it, they will continue to choose the venue, continue to charge money because it is a fund raiser and if somebody here wants to do a State of the City address and the management here wants to arrange that for them, she was sure that could be done. Thank you for your attendance, the meeting is adjourned.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:55 p.m.

Pamela Hanna - City Clerk



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/27/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Councilmember Joyce Clark

SUBJECT: **BOARDS, COMMISSIONS AND OTHER BODIES**

Purpose

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

Ad-Hoc Citizen Task Force on Water and Sewer

Brent Ackzen	Sahuaro	Appointment	04/01/2012	12/31/2012
Brian Bates	Sahuaro	Appointment	04/01/2012	12/31/2012
Christopher Flippen	Sahuaro	Appointment	04/01/2012	12/31/2012
Kenneth Knickerbocker	Sahuaro	Appointment	04/01/2012	12/31/2012
John Krystek	Sahuaro	Appointment	04/01/2012	12/31/2012
Gary Livingston	Sahuaro	Appointment	04/01/2012	12/31/2012
Steven Rex	Sahuaro	Appointment	04/01/2012	12/31/2012
Gary Sherwood	Sahuaro	Appointment	04/01/2012	12/31/2012
Robert Steiger	Sahuaro	Appointment	04/01/2012	12/31/2012
Jamie Aldama	Yucca	Appointment	04/01/2012	12/31/2012
Donald Gross	Yucca	Appointment	04/01/2012	12/31/2012
Richard Schwartz	Yucca	Appointment	04/01/2012	12/31/2012
Bob Stratton	Yucca	Appointment	04/01/2012	12/31/2012
Manuel Cruz	Mayoral	Appointment	04/01/2012	12/31/2012
Fred Kriess Jr.	Mayoral	Appointment	04/01/2012	12/31/2012

Citizens Transportation Oversight Commission

Vincent Abeyta	Cholla	Reappointment	03/27/2012	03/25/2014
Vincent Abeyta – Chair	Cholla	Appointment	03/27/2012	03/26/2013
William Sheldon – Vice Chair	Mayoral	Reappointment	03/27/2012	03/26/2013

Historic Preservation Commission

Nancy Lenox	Barrel	Reappointment	04/13/2012	04/13/2014
Jacoba Worsdell – Chair	Ocotillo	Appointment	04/13/2012	04/13/2013
Nancy Lenox – Vice Chair	Barrel	Appointment	04/13/2012	04/13/2013

Parks & Recreation Advisory Commission

Mike Buettner	Cholla	Appointment	04/09/2012	04/09/2014
Robert Portillo	Yucca	Reappointment	04/09/2012	04/09/2014
Robert Portillo – Chair	Yucca	Appointment	04/09/2012	04/09/2013

Planning Commission

Bruce Larson	Mayoral	Reappointment	03/27/2012	03/25/2014
Robert Petrone	Cholla	Reappointment	03/27/2012	03/25/2014
Gary Sherwood	Sahuaro	Reappointment	03/27/2012	03/25/2014
Gary Sherwood – Chair	Sahuaro	Appointment	03/27/2012	03/25/2013
Robert Petrone – Vice Chair	Cholla	Appointment	03/27/2012	03/25/2013

Recommendation

Make appointments to the boards, commissions and other bodies and administer the Oaths of Office.

Ed Beasley
City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/27/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Office of the Mayor

SUBJECT: **PROCLAIM APRIL 8 – 14, 2012 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

Purpose

This is a request for City Council to proclaim April 8 through April 14, 2012 as National Public Safety Telecommunicators Week. This proclamation would allow Glendale to recognize the efforts, work and dedication of 911 radio dispatchers and call takers.

Loretta Hadlock, Police Operations Manager for Communications at the City of Glendale, will be present to accept the proclamation. Ms. Hadlock has worked in Communications for over 25 years.

Background

In 1992, the second full week in April was first nationally celebrated as “National Public Safety Telecommunicators Week,” although they have now abbreviated the proclamation title to NTW.

In his 1994 Presidential Proclamation, President Clinton described the purpose of NTW well. He said: “America’s public safety telecommunicators serve our citizens daily in countless ways. The work of these unseen first responders is invaluable in emergency situations, and each of these dedicated men and women deserves our heartfelt appreciation. This week is a time for a grateful nation to show its appreciation and to recognize that our health, safety, and well-being are often dependent on the commitment and steadfast devotion of public safety telecommunicators.”

The Communications Center handled a total of 554,000 calls including 426,000 incoming and outgoing calls and over 128,000 dispatched calls for service in the past year. In addition to 911 calls and non emergency calls, the Communications Center processes all information requests from police officers concerning various queries and entries. The city is proud to have professional telecommunications personnel who efficiently and effectively process numerous calls for information and assistance to the citizens of Glendale.

Recommendation

Present a proclamation recognizing April 8 through April 14, 2012, as National Public Safety Telecommunicators Week. Loretta Hadlock, the Police Operations Manager of the Communications Division, will be present to accept the proclamation.



Ed Beasley
City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/27/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST**

Purpose

This is a request for City Council to approve a special event liquor license for the Assyrian Church of the East. The event will be held at Assyrian Church of the East located at 17334 North 63rd Avenue on Saturdays, April 21 from 6 p.m. to 2 a.m. and May 19, 2012, from 6 p.m. to 12:30 a.m. The purpose of this special event liquor license is for a fundraiser to be held indoors.

Background

If this application is approved, the total number of days expended by this applicant will be two of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Recommendation

Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/27/2012

TO: Ed Beasley, City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST

1. Finance Department Memorandum
2. Special Event Liquor License Application
3. Planning Department Approval
4. Fire Department Approval



Finance Department Memorandum

DATE: March 27, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST**

REQUEST: Special Event Liquor License

LOCATION: 17334 North 63rd Avenue

DISTRICT: Sahuarro

ZONED: RR-45 (Rural Residential)

APPLICANT: Francis A. Murad

OWNER: Assyrian Church of the East

DETAILS OF REQUEST:

1. The event will be held on Saturdays, April 21 from 6 p.m. to 2 a.m. and May 19, 2012, from 6 p.m. to 12:30 a.m.
2. The total number of days expended by this applicant will be two out of the allowed 10 days per calendar year.
3. The purpose of this event is for a fundraiser to be held indoors.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

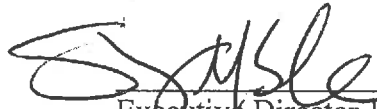
STAFF RECOMMENDATION:

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day, for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

DEPT USE ONLY
LIC#

1. Name of Organization: ASSYRIAN CHURCH OF THE EAST

2. Non-Profit/I.R.S. Tax Exempt Number: 77-0226034

3. The organization is a: (check one box only)

- ☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☐ Civic ☐ Political Party, Ballot Measure, or Campaign Committee
- ☒ Religious


4. What is the purpose of this event? FUND RAISING

5. Location of the event: 1734 N. 63RD AVENUE, GLENDALE, AZ 85308
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: MURAD FRANCIS A 
Last First Middle

7. Applicant's Mailing Address: 
Street City State Zip

8. Phone Numbers: (480) 244-6964 () 
Site Owner # Applicant's Business # Applicant's Home

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>04/21/2012</u>	<u>SATURDAY</u>	<u>6:00 PM</u>	<u>2:00 AM</u>
Day 2:	<u>05/19/2012</u>	<u>SATURDAY</u>	<u>6:00 PM</u>	<u>12:30 AM</u>
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)
11. This organization has been issued a special event license for 3 days this year, including this event
(not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of
Alcoholic Beverage Sales.**

<u>Name</u>	<u>Address</u>	<u>Percentage</u>
<u>ASSYRIAN CHURCH OF THE EAST - GLENDALE, AZ</u>		<u>100%</u>

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

<u> </u> # Police	<input type="checkbox"/> Fencing
<u>3</u> # Security personnel	<input type="checkbox"/> Barriers

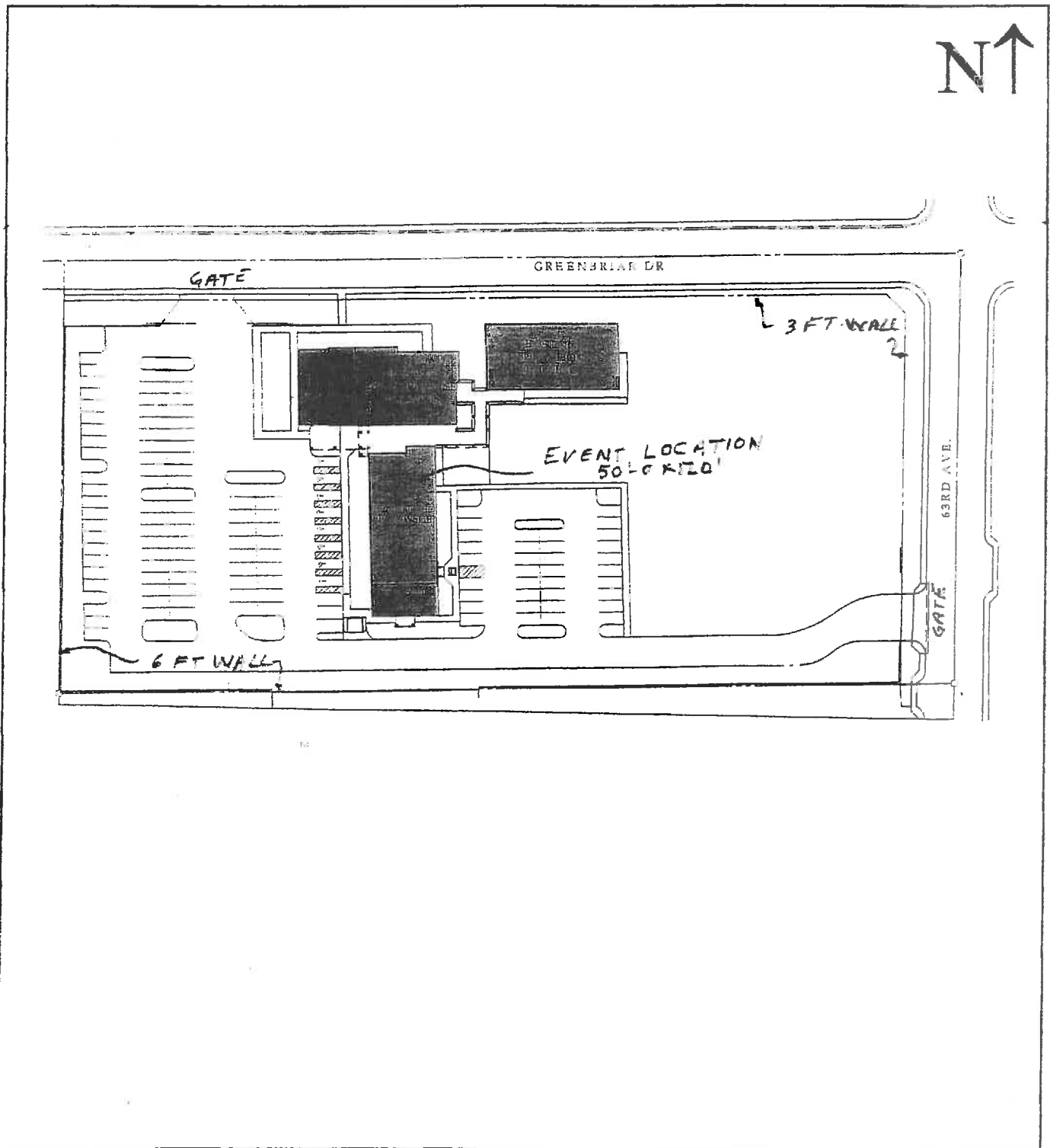
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

Name of Business	()	Phone Number
------------------	-----	--------------

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

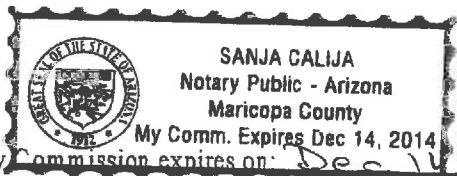
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, FRANCIS A MURAD, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Francis A Murad TREASURER 482-244-6964
(Signature) (Title/Position) (Date) (Phone #)



State of AZ County of MARICOPA
The foregoing instrument was acknowledged before me this

17 02 2012
Day Month Year

My Commission expires on: Dec 14, 14
(Date)

[Signature]
(Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, FRANCIS A. MURAD, declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

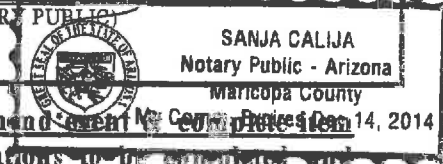
X Francis A Murad
(Signature)

State of AZ County of MARICOPA
The foregoing instrument was acknowledged before me this

17 02 2012
Day Month Year

My commission expires on: Dec 14, 14
(Date)

[Signature]
(Signature of NOTARY PUBLIC)



You must obtain local government approval. City or County MUST recommend event. #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

(Title) (Date)



City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301
www.glendaleaz.com/taxandlicense

SPECIAL EVENT LIQUOR APPLICATION

Account #

FOR CITY USE ONLY

☐ L15 ☐ L16

Amount Due: _____

Event Information

Event Business Location Name: ASSYRIAN CHURCH OF THE EAST
Event Address: 17324 N. 63RD AVENUE, GLENDALE, AZ 85308
Name of person filling out this form: FRANCIS A. MURRAY
Phone Number: 480-244-6964 Address: 6031 E. KELTON LN. SCOTTSDALE, AZ 85274
What is your relationship to the business? ☐ Agent ☐ Owner ☐ Attorney ☐ Consultant ☒ Other TREASURER
If different from the person filling out this form, provide event contact person below,
Event Contact Name: _____
Phone Number: _____ Address: _____
What is their relationship to the business? ☐ Agent ☐ Owner ☐ Attorney ☐ Consultant ☐ Other _____
If "Other," please describe your relationship to the business: _____

Event Sponsor information

Organization Name: ASSYRIAN CHURCH OF THE EAST
Organization Address: 17324 N. 63RD AVENUE, GLENDALE, AZ 85308
Federal ID Number: 77-0226034

Dates & Hours of Event

Date	Hours	Date	Hours
Day 1: <u>04/21/2012</u>	<u>6:00 PM to 2:00 AM</u>	Day 6: _____	_____
Day 2: <u>05/19/2012</u>	<u>6:00 PM to 12:00 AM</u>	Day 7: _____	_____
Day 3: _____	_____	Day 8: _____	_____
Day 4: _____	_____	Day 9: _____	_____
Day 5: _____	_____	Day 10: _____	_____

Event Activities

Patron Dancing ☒ Yes ☐ No Cover Charge ☒ Yes ☐ No If yes, Amount \$ 10.00
Live Entertainment ☒ Yes ☐ No If yes, Type SINGER / BAND
Adult Entertainment ☐ Yes ☒ No Outdoor dining ☐ Yes ☒ No
Food Served ☒ Yes ☐ No Outdoor Alcohol Consumption ☐ Yes ☒ No

FOR CITY USE ONLY



GA5E1011

Print version 04/2010-1

Event FencingWill there be fencing? ☒ Yes ☐ NoIf yes: Type of Material MASONRYHeight of Fence 6 FT & 3 FT.Number of Exit Gates 2Width of Exit Gate(s) 33 FT**Event Parking**Is Parking Area Exclusively for this Location? ☒ Yes ☐ No If yes: How many parking spaces? 160Will any part of the event be in a Parking Lot? ☐ Yes ☒ No Shared with other businesses? ☐ Yes ☒ NoWill there be Vendors Outside? ☐ Yes ☒ No If yes: How many? _____**Permit Requirements***Have you contacted the City Planning Department about any potential zoning restrictions or Use Permit requirements that may apply to this property or business? ☐ Yes ☐ NoIf "NO," please contact Development Services Center at 623-930-2800 or visit them on the 2nd Floor of Glendale City Hall, 5850 W Glendale Avenue.***Please note that approval of a Permit does not guarantee that you will be issued a liquor license.****Interpreter Language**

The applicant or agent may be asked to answer questions regarding this liquor application at the City Council meeting. The City can provide Spanish interpretation at no cost to the applicant.

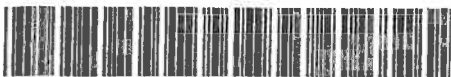
Do you want to request Spanish interpretation assistance for the City Council meeting? ☐ Yes ☒ No

I swear or affirm I have read all of the above questions and have personally provided all of the information to the best of my knowledge and belief and that all of it is true. I understand that all information regarding ownership of the business is very important and relevant to the processing of my application. I understand that if I provide any false information in this application, it may result in either a recommendation of disapproval of this application by the City of Glendale, criminal charges being filed against me, or both.

Thomas C. Milled
(Signature of person filling out this form)

2/17/2012
(Date)

PLEASE SUBMIT THIS FORM ALONG WITH THE ARIZONA STATE LIQUOR LICENSE & CONTROL SPECIAL EVENT LIQUOR LICENSE APPLICATION



ATTACHMENT
Print version 04/2010-1

LIQUOR LICENSE APPLICATION—PLANNING DEPARTMENT

DATE ROUTED TO PLANNING: 02/21/12

DEADLINE FOR PLANNING: APPROVAL/DISAPPROVAL: 02/28/2012

APPLICANT: Assyrian Church of the East

ACCOUNT NO: 500005427

LOCATION: 17334 N 63rd Ave

APPLICATION: ☐ New License/New Location ☐ Location Transfer
☐ New License/Existing Location ☐ Temporary Extension of Premises
☐ Person Transfer/Existing Location ☐ Permanent Extension of Premises
☐ Person Transfer/New Location ☒ Special Event Liquor License

TYPE OF BUSINESS: Religious

DOCUMENTS ROUTED: ☒ Application for Liquor License ☒ Diagram of Premises

☐ Other _____

FOR PLANNING USE—APPROVAL OR DISAPPROVAL

ZONING ONLY: ☒ APPROVED ☐ DISAPPROVED

ZONING DISTRICT: RR-45

REASON FOR DISAPPROVAL (#1-12) _____
(See Attached List)

INITIALS: PL

C.U.P. ONLY:

DATE: 2/22/2012

IS C.U.P. REQUIRED FOR ANY PROPOSED USE (If so, explain below): ☐ Yes ☒ No

IS PROPOSED USE GRANDFATHERED: ☐ Yes ☒ No DATE STARTED: _____

DOES PROPERTY HAVE A C.U.P.: ☐ Yes ☒ No DATE GRANTED: _____

IS C.U.P. APPLICATION PENDING: ☐ Yes ☒ No DATE APPLIED: _____

COMMENTS: _____

PLEASE RETURN TO Tammy Hicks (623) 930-2209

N:\CUSTSERV\LIQUOR\REGLIQ\planning.doc

LIQUOR LICENSE APPLICATION
FIRE SAFETY NOTIFICATION

DATE ROUTED TO FIRE SAFETY: 02/21/12

DEADLINE FOR FIRE SAFETY APPROVAL/DISAPPROVAL: 02/28/12

APPLICANT: Assyrian Church of the East

ACCOUNT NO: 500005427

LOCATION: 17334 N 63rd Ave

APPLICATION: ☐ New License/New Location ☐ Location Transfer
☐ New License/Existing Location ☐ Temporary Extension of Premises
☐ Person Transfer/Existing Location ☐ Permanent Extension of Premises
☐ Person Transfer/New Location ☒ Special Event Liquor License

TYPE OF BUSINESS: Religious

DOCUMENTS ROUTED: ☒ Application for Liquor License ☒ Diagram of Premises

☐ Other _____

APPROVED ✓ DISAPPROVED _____ INITIALS: KB Date: 2/28/12

REASON FOR DISAPPROVAL (#1-12) _____
(See Attached List)

COMMENTS: _____

PLEASE RETURN TO Tammy Hicks 623-930-2209



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/27/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **SPECIAL EVENT LIQUOR LICENSE, CHOIR BOYS
SOCIAL CLUB**

Purpose

This is a request for City Council to approve a special event liquor license for the Choir Boys Social Club. The event will be held at University of Phoenix's Great Lawn located at 1 Cardinals Drive on Thursday, April 26, from 4 p.m. to 9 p.m.; Friday, April 27, from 4 p.m. to 11 p.m.; Saturday, April 28, from 11 a.m. to 11 p.m.; and Sunday, April 29, 2012, from noon to 6 p.m. The purpose of this special event liquor license is for a fundraiser at the Big Red Rib & Music Festival.

Background

If this application is approved, the total number of days expended by this applicant will be four of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Recommendation

Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/27/2012

TO: Ed Beasley, City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: SPECIAL EVENT LIQUOR LICENSE, CHOIR BOYS SOCIAL CLUB

1. Finance Department Memorandum
2. Special Event Liquor License Application
3. Planning Department Approval
4. Fire Department Approval



Finance Department Memorandum

DATE: March 27, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **SPECIAL EVENT LIQUOR LICENSE, CHOIR BOYS SOCIAL CLUB**

REQUEST: Special Event Liquor License
LOCATION: 1 Cardinals Drive
DISTRICT: Yucca
ZONED: PAD (Planned Area Development)
APPLICANT: Jesse Jerry Martinez
OWNER: Choir Boys Social Club

DETAILS OF REQUEST:

1. The event will be held on Thursday, April 26, from 4 p.m. to 9 p.m.; Friday, April 27, from 4 p.m. to 11 p.m.; Saturday, April 28, from 11 a.m. to 11 p.m.; and Sunday, April 29, 2012, from noon to 6:00 p.m.
2. The total number of days expended by this applicant will be four out of the allowed 10 days per calendar year.
3. The purpose of this event is for a fundraiser at the second annual Big Red Rib & Music Festival.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

STAFF RECOMMENDATION:

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW **10** BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLCC USE ONLY
LICENSE #

1. Name of Organization: CHOIR BOYS SOCIAL CLUB
2. Non-Profit/I.R.S. Tax Exempt Number: 95-4387106
3. The organization is a: (check one box only)
☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both

Fund-raising opportunity for the Choir Boys & an economic impact event for the City of Glendale. Second Annual Big Red Rib & Music Festival surrounded by Az Cardinals Draft Party.

5. Location of the event: University of Phoenix Stadium's "Great Lawn" 1 Cardinals Drive Glendale, Az. 85305

Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Martinez Jesse Jerry [REDACTED]

Last First Middle Suffix

7. Applicant's Mailing Address: [REDACTED]

Street City State Zip

8. Phone Numbers: () (802) 377-2669 [REDACTED]

Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>4/26/2012</u>	<u>Thursday</u>	<u>4:00pm</u>	<u>9:00pm</u>
Day 2:	<u>4/27/2012</u>	<u>Friday</u>	<u>4:00pm</u>	<u>11:00pm</u>
Day 3:	<u>4/28/2012</u>	<u>Saturday</u>	<u>11:00am</u>	<u>11:00pm</u>
Day 4:	<u>4/29/2012</u>	<u>Sunday</u>	<u>12:00pm</u>	<u>6:00pm</u>
Day 5:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Day 6:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Day 7:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Day 8:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Day 9:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Day 10:	<u> </u>	<u> </u>	<u> </u>	<u> </u>

***Disabled individuals requiring special accommodations, please call (602) 542-9027**

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

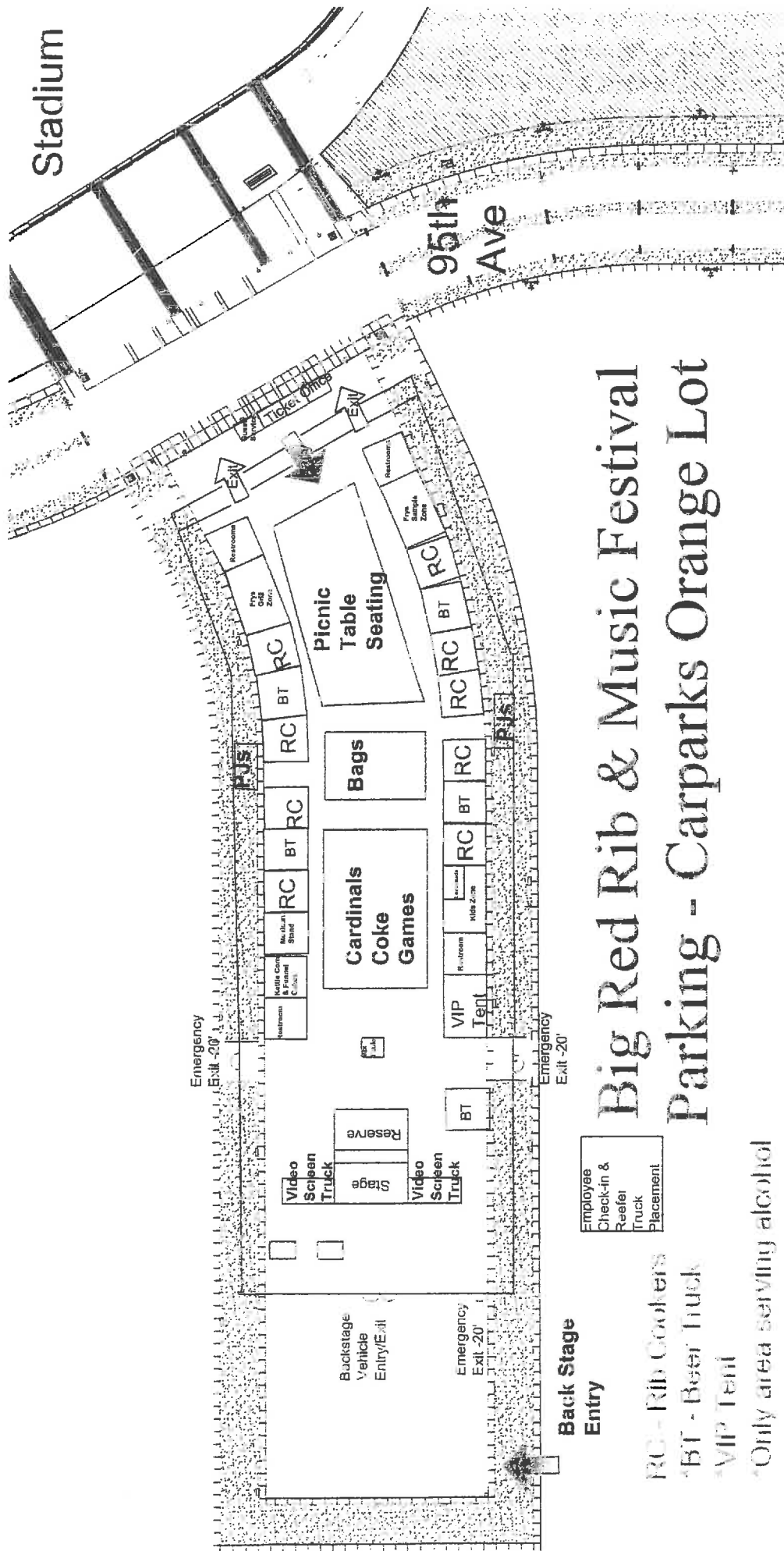
SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

N↑

Please see attached diagram



Big Red Rib & Music Festival Parking - Carparks Orange Lot

RC - Rib Cookers
BT - Beer Truck
VIP Tent

*Only area serving alcohol

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. Jesse Jerry Martinez declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] President, Regional 1 2/20/2012 (602) 377-2669
(Title/Position) (Date) (Phone #)
Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
02. 17. 12
Day Month Year
My Commission expires on: 01.08.2015
(Date) [Signature]
(Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. Jesse Jerry Martinez declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] State of Arizona County of Maricopa
(Signature) The foregoing instrument was acknowledged before me this
02. 17. 12
Day Month Year
My commission expires on: 01.08.2015
(Date) [Signature]
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

BY:

(Title) (Date)

LIQUOR LICENSE APPLICATION—PLANNING DEPARTMENT

DATE ROUTED TO PLANNING: 02/21/12

DEADLINE FOR PLANNING: APPROVAL/DISAPPROVAL: 02/28/2012

APPLICANT: Choir Boys Social Club

ACCOUNT NO: 500005426

LOCATION: Stadium Great Lawn

APPLICATION: ☐ New License/New Location ☐ Location Transfer
☐ New License/Existing Location ☐ Temporary Extension of Premises
☐ Person Transfer/Existing Location ☐ Permanent Extension of Premises
☐ Person Transfer/New Location ☒ Special Event Liquor License

TYPE OF BUSINESS: Charitable

DOCUMENTS ROUTED: ☒ Application for Liquor License ☒ Diagram of Premises

☐ Other _____

FOR PLANNING USE—APPROVAL OR DISAPPROVAL

ZONING ONLY: ☒ APPROVED ☐ DISAPPROVED

ZONING DISTRICT: PAD

REASON FOR DISAPPROVAL (#1-12) _____
(See Attached List)

INITIALS: ML

C.U.P. ONLY:

DATE: 2/22/2012

IS C.U.P. REQUIRED FOR ANY PROPOSED USE (If so, explain below): ☐ Yes ☒ No

IS PROPOSED USE GRANDFATHERED: ☐ Yes ☒ No DATE STARTED: _____

DOES PROPERTY HAVE A C.U.P.: ☐ Yes ☒ No DATE GRANTED: _____

IS C.U.P. APPLICATION PENDING: ☐ Yes ☒ No DATE APPLIED: _____

COMMENTS: _____

PLEASE RETURN TO Tammy Hicks (623) 930-2209

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LIQUOR LICENSE APPLICATION
FIRE SAFETY NOTIFICATION

DATE ROUTED TO FIRE SAFETY: 02/21/12

DEADLINE FOR FIRE SAFETY APPROVAL/DISAPPROVAL: 02/28/12

APPLICANT: Choir Boys Social Club

ACCOUNT NO: 500005426

LOCATION: Stadium Great Lawn

APPLICATION: ☐ New License/New Location ☐ Location Transfer
☐ New License/Existing Location ☐ Temporary Extension of Premises
☐ Person Transfer/Existing Location ☐ Permanent Extension of Premises
☐ Person Transfer/New Location ☒ Special Event Liquor License

TYPE OF BUSINESS: Charitable

DOCUMENTS ROUTED: ☒ Application for Liquor License ☒ Diagram of Premises

☐ Other _____

APPROVED ☒ DISAPPROVED _____ INITIALS: KB Date: 2/28/12

REASON FOR DISAPPROVAL (#1-12) _____
(See Attached List)

COMMENTS: _____

PLEASE RETURN TO Tammy Hicks 623-930-2209



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/27/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-4802, CARAMBA FRESH MEXICAN FOOD**

Purpose

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Caramba Fresh Mexican Food located at 8285 West Union Hills Drive, Suite 107. The Arizona Department of Liquor Licenses and Control application (No. 12079013) was submitted by Ulysses Paul Klokinis.

Background

The location of the establishment is 8285 West Union Hills Drive, Suite 107, in the Cholla District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 18,967. Caramba Fresh Mexican Food is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
03	Domestic Micro - Brewery	1
06	Bar - All Liquor	1
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	1
12	Restaurant	12
	Total	20


The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Public Input

No public protests were received during the 20-day posting period.

Recommendation

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/27/2012

TO: Ed Beasley, City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: LIQUOR LICENSE NO. 5-4802, CARAMBA FRESH MEXICAN
FOOD

1. Finance Department Memorandum
2. Liquor License Map



Finance Department Memorandum

DATE: March 27, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **LIQUOR LICENSE NO. 5-4802, CARAMBA FRESH MEXICAN FOOD**

REQUEST: New, Non-Transferable
LICENSE: Series 12 (Restaurant)
LOCATION: 8285 West Union Hills Drive, Suite 107
DISTRICT: Cholla
ZONED: PAD (Planned Area Development)
APPLICANT: Ulysses Paul Klokinis
OWNER: Ababa Foods, LLC

DETAILS OF REQUEST:

1. The 60-day deadline for processing this license was March 27, 2012. A letter requesting an extension was sent to the Arizona Department of Liquor Licenses and Control on February 1, 2012.
2. The population density is 18,967 persons within a one-mile radius.
3. The 300 feet from any church or school rule does not apply to this series license.
4. Caramba Fresh Mexican Food is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

CITIZEN PARTICIPATION TO DATE:

No protests were received during the 20-day posting period, February 2 through February 22, 2012.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a new, non-transferable series 12 license, may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

STAFF RECOMMENDATION:

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

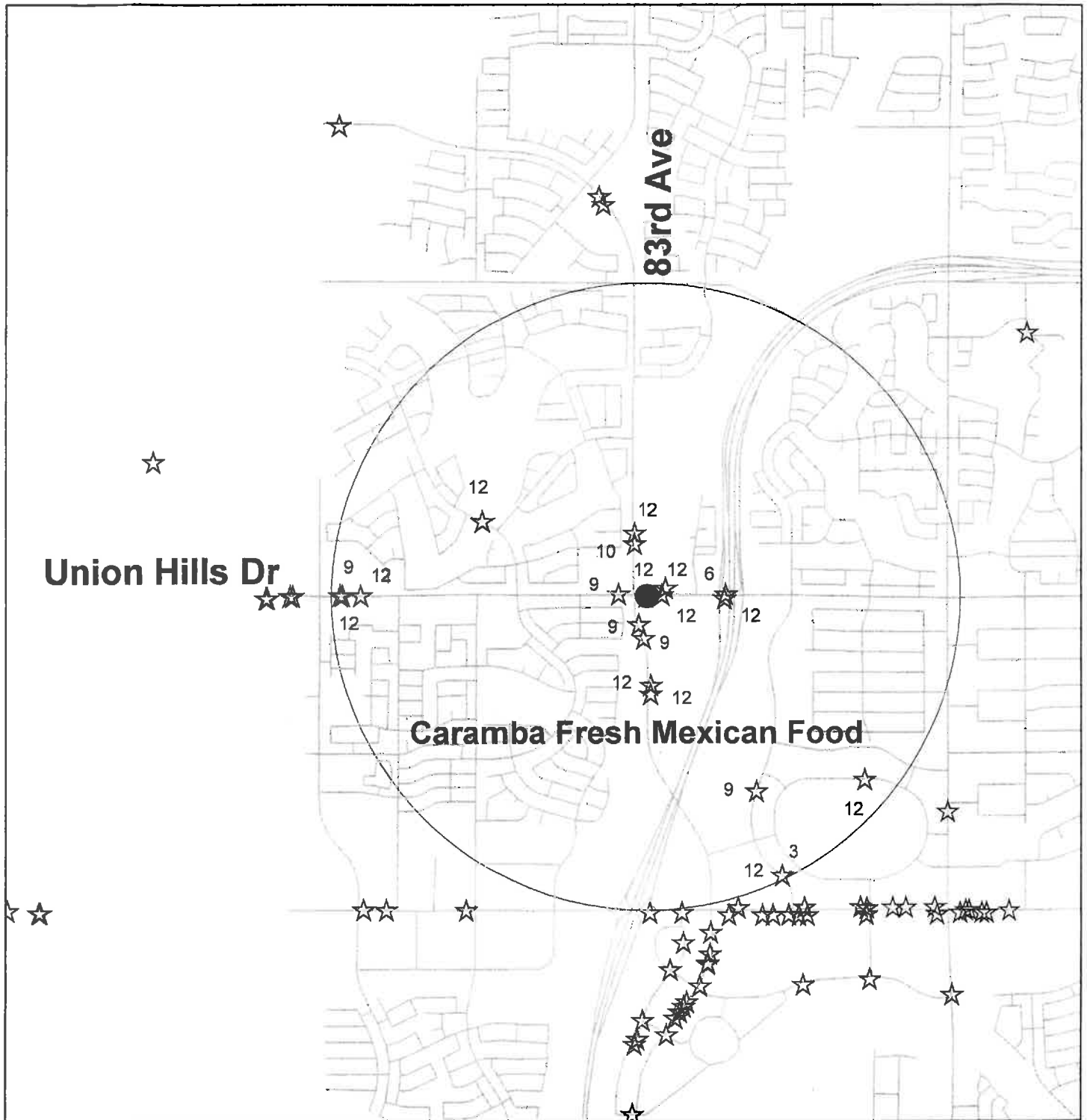
REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services



BUSINESS NAME: Caramba Fresh Mexican Food

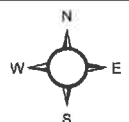
LOCATION: 8285 W. Union Hills Dr. #107

ZONING: PAD

APPLICANT: Ulysses Paul Klokini

APPLICATION NO: 5-4802

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**





CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/27/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-5229, SHANGRI LA CHINESE CUISINE**

Purpose

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Shangri La Chinese Cuisine located at 18561 North 59th Avenue, Suite 120-122. The Arizona Department of Liquor Licenses and Control application (No. 12079014) was submitted by Donald Shu Tak Mui.

Background

The location of the establishment is 18561 North 59th Avenue, Suite 120-122 in the Cholla District. The property is zoned SC (Shopping Center). The population density within a one-mile radius is 14,212. Shangri La Chinese Cuisine is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	2
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	1
12	Restaurant	16
	Total	23


The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Public Input

No public protests were received during the 20-day posting period.

Recommendation

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.


Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/27/2012

TO: Ed Beasley, City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: LIQUOR LICENSE NO. 5-5229, SHANGRI LA CHINESE CUISINE

1. Finance Department Memorandum
2. Liquor License Map



Finance Department Memorandum

DATE: March 27, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **LIQUOR LICENSE NO. 5-5229, SHANGRI LA CHINESE CUISINE**

REQUEST: New, Non-Transferable
LICENSE: Series 12 (Restaurant)
LOCATION: 18561 North 59th Avenue, Suite 120-122
DISTRICT: Cholla
ZONED: SC (Shopping Center)
APPLICANT: Donald Shu Tak Mui
OWNER: LDM Enterprise, LLC

DETAILS OF REQUEST:

1. The population density is 14,212 persons within a one-mile radius.
2. The 300 feet from any church or school rule does not apply to this series license.
3. Shangri La Chinese Cuisine is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

CITIZEN PARTICIPATION TO DATE:

No protests were received during the 20-day posting period, February 6 through February 26, 2012.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially

served by the issuance of a license. Council, when considering a new, non-transferable series 12 license, may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

STAFF RECOMMENDATION:

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

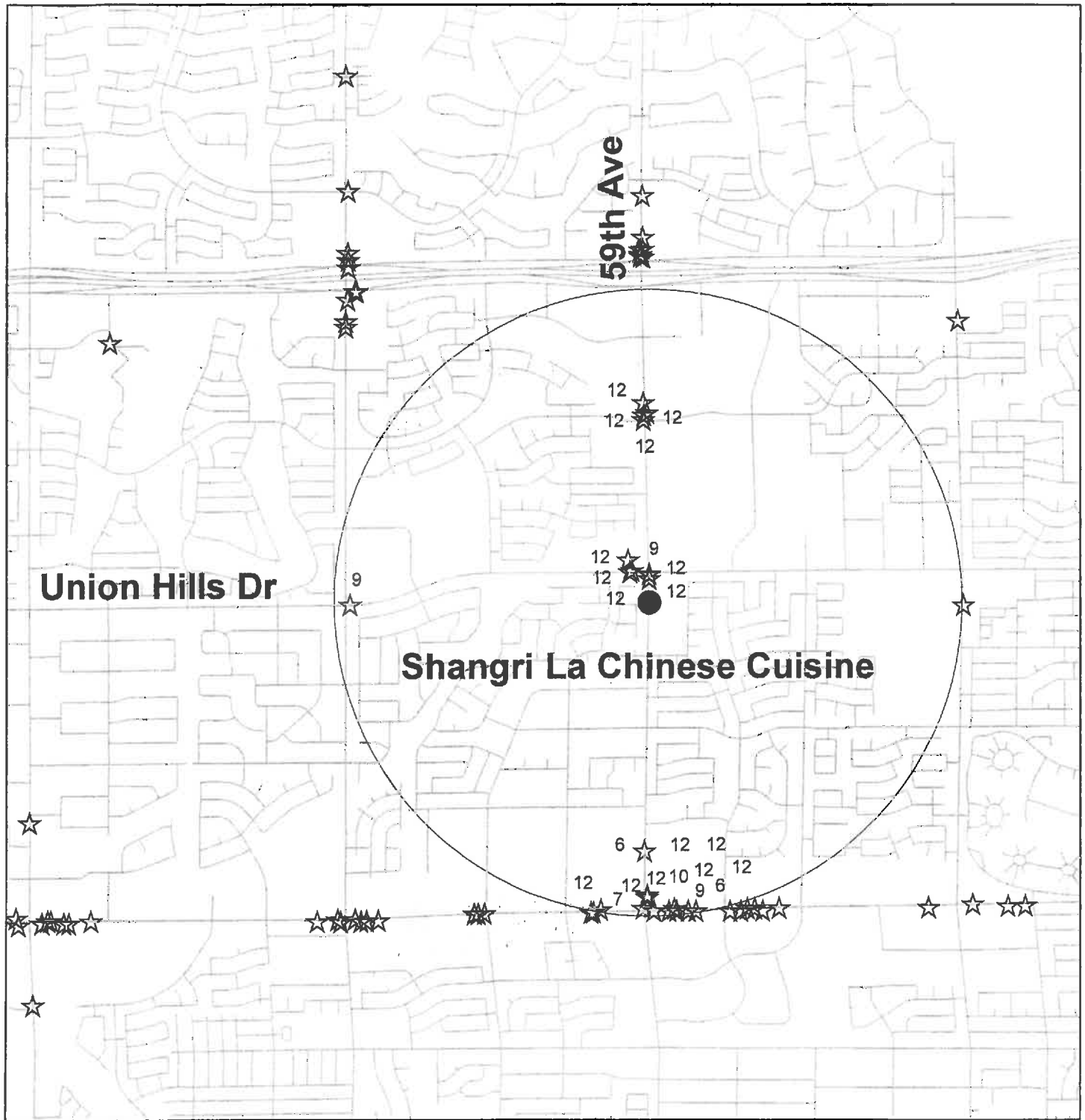
REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services



BUSINESS NAME: Shangri La Chinese Cuisine

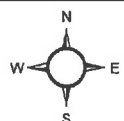
LOCATION: 18561 N. 59th Ave. #120-122

ZONING: SC

APPLICANT: Donald Shu Tak Mui

APPLICATION NO: 5-5229

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**





CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/27/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Debora Black, Interim Police Chief

SUBJECT: **POLICE DEPARTMENT LEASE**

Purpose

+

This is a request for City Council to authorize the City Manager to enter into a three-year commercial property lease for the Glendale Police Department.

Background

+

The city has been using this facility since 2005. The base rental rate of the current location is \$7,400 per month, plus applicable sales tax (currently 2.7%). The base rental rate will not increase and will remain the same for the three-year term.

Budget Impacts & Costs

+

Funding is available in the FY 2011-12 RICO funds for the lease agreement.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$91,198

Account Name, Fund, Account and Line Item Number:

RICO, Account No. 1860-32030-528600, \$91,198

Recommendation

+

Authorize the City Manager to enter into a three-year commercial property lease for the Glendale Police Department.

Ed Beasley
City Manager

RESOLUTION NO. 4552 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING AN ANTICIPATED GRANT OFFER FROM THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, IN THE APPROXIMATE AMOUNT OF \$139,050 FOR AN ENVIRONMENTAL ASSESSMENT FOR LAND ACQUISITION AT THE GLENDALE MUNICIPAL AIRPORT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE GRANT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens hereto that the City of Glendale hereby accept the anticipated grant offer from the U.S. Department of Transportation, Federal Aviation Administration, in the approximate amount of \$139,050 for an environmental assessment for land acquisition at the Glendale Municipal Airport.

SECTION 2. That the City Manager and the City Clerk are hereby authorized to execute and deliver any and all documents necessary to effectuate the grant.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager
g_airport_runway.doc



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/27/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: **FEDERAL AVIATION ADMINISTRATION GRANT**

Purpose

This is a request for City Council to adopt a resolution accepting an anticipated grant offer from the U.S. Department of Transportation, Federal Aviation Administration (FAA), in the approximate amount of \$139,050, for an environmental assessment for land acquisition associated with Glendale Municipal Airport operations.

Background

Glendale Municipal Airport staff applied for a grant from the FAA to assist in funding the required Environmental Assessment for land acquisition in the Airport's Runway Protection Zone, as required by the Airport Master Plan.

Staff expects the FAA to offer the grant as early as April 2012. However, because the FAA allows only a few days to formally accept the grant agreement once the offer is made, staff is requesting Council's approval to accept the grant prior to receiving the agreement from the FAA.

Budget Impacts & Costs

The anticipated grant award total will be approximately \$139,050 with a \$15,450 financial match that is required. Once the FAA grant is awarded, the city will apply for an Arizona Department of Transportation (ADOT) Aeronautics Division grant that will cover half of the match. The other half (\$7,725) will be funded by the city. Funding for the financial match is available in the FY 2011-12 capital improvement plan.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X				\$139,050

Account Name, Fund, Account and Line Item Number:

A specific project account will be established in Fund 2120, the Airport Capital Project Fund, once the grant agreement is formally executed.

Recommendation

Waive reading beyond the title and adopt a resolution accepting an anticipated grant offer from the U.S. Department of Transportation, Federal Aviation Administration (FAA), in the approximate amount of \$139,050, for an environmental assessment for land acquisition associated with Glendale Municipal Airport operations.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 3/27/2012

TO: Ed Beasley, City Manager

FROM: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: FEDERAL AVIATION ADMINISTRATION GRANT

1. Resolution

RESOLUTION NO. 4553 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR INTERSECTION IMPROVEMENTS AT 51ST AVENUE AND CAMELBACK ROAD.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. One to the Intergovernmental Agreement with the Arizona Department of Transportation for intersection improvements at 51st Avenue and Camelback Road (IGA/JPA 08-081-I) be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/27/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: **AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR USE OF CITY INSPECTORS**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Amendment No. 1 to an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) allowing for the use of city inspectors for an intersection improvement project at 51st Avenue and Camelback Road.

Background

Improvements at the intersection of 51st Avenue and Camelback Road are underway. A previous IGA with ADOT secured federal and Maricopa Association of Governments (MAG) regional funds to complete the project. That IGA required the city to pay all costs beyond the federal and MAG funding. Those estimated costs totaled \$420,000, which the city paid to ADOT in 2009. No additional city funding is required.

This amendment to the existing IGA allows for the use of City of Glendale inspectors who will share staffing responsibilities with ADOT for construction engineering services and inspections on this project. ADOT will reimburse the city \$32,000 for these services. These funds will be deposited into the general fund.

Previous Council/Staff Actions

On November 25, 2008, Council approved an IGA with ADOT for intersection improvements at 51st Avenue and Camelback Road.

Community Benefit

By amending this agreement, the City of Glendale will generate \$32,000 in revenue through a reimbursement from ADOT for city inspection services.

Improvements to the intersection of 51st Avenue and Camelback Road will increase traffic flow and provide a more aesthetically pleasing roadway.

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an amendment to an intergovernmental agreement with the Arizona Department of Transportation allowing for the use of city inspectors for an intersection improvement project at 51st Avenue and Camelback Road.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/27/2012

TO: Ed Beasley, City Manager

FROM: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT
WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR
USE OF CITY INSPECTORS

1. Resolution
2. Amendment No. One for 51st Avenue and Camelback Road Intersection Improvement Project

ADOT File No.: IGA/ JPA 08-081-I
AG Contract No.: P001 2008 004855
Amendment No. One
Project: Safety Project - Installation of
turn Lanes and Bus Bays
Section: Glendale's 51st
Avenue/Camelback Road
MAG TIP ID No.: GLN07-777
TRACS No.: SH432 01C
Budget Source Item No.: HES funding,
(\$900,000) and City Match \$420,000)

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE**

THIS AMENDMENT No. 1, entered into this date _____, 2012, amending JPA No. 08-081-I, A.G. Contract No.: P001 2008 004855, and executed 16 January 2009 filed with the Secretary of State under No. 30581, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

The purpose of this Amendment is to show the increase of the project costs to be funded by the City and to add the Inspection language, in addition to updating the Miscellaneous Provisions.

THEREFORE, in consideration of the mutual Agreements expressed herein, this Agreement is amended as follows:

Section I, Paragraph 8 and 9 are added as follows:

8. City personnel will be used for the construction engineering of the Project. The City will provide eligible inspection services, and be reimbursed for these services. All ADOT policies and procedures will be applicable as coordinated with the Phoenix Construction District (District) and the ADOT Construction Group. The City, District and Construction Group must agree on the City Inspector. The City Engineering Director must provide the ADOT Construction Group (for pre-approval) all required and current certifications and chargeable rates (labor and equipment). The City Inspector will report to the ADOT Resident Engineer and must comply with all ADOT hardware/software computer requirements; this includes keeping the computer and any information in a secure location. The City Inspector must also utilize ADOT's automated system to complete the required weekly timesheet. The City Inspector will remain an employee of the City of Glendale and will not be considered an employee of the Arizona Department of Transportation during the term of the Agreement. The City will invoice monthly for reimbursement, all charges must be kept current for both payment and ADOT reporting purposes. The ADOT Contract Administrator will be Michelle Bowser at MBowser@azdot.gov. The City will be notified of all approvals by the ADOT Construction Group.

9. The Parties hereby agree to and acknowledge the following conditions: a) the estimated monetary amounts referenced in the Agreement are subject to change and can change significantly before completion of the Project; b) the Parties shall perform their responsibilities consistent with the Agreement; and c) any change or modification to the Project will only occur with the mutual written consent of both Parties.

II. SCOPE OF WORK**Article II, Paragraph 1.d is replaced as follows:**

1. The State will:

d. Upon execution of this Amendment, invoice the City for the City's additional or full share of the Project, whatever the case may be, currently estimated at **\$420,000.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

Article II, Paragraph 2.b is replaced as follows:

2. The City will:

b. Upon execution of this Amendment, deposit funds with the State in an amount equal to the difference between the estimated cost of the work provided for in this Amendment and the amount of Federal Aid (capped) received, currently estimated at **\$420,000.00**.

III. MISCELLANEOUS PROVISIONS**Article III, Paragraphs 2, 4 and 6 are replaced as follows:**

2. The State assumes no financial obligation or liability under this Amendment to the Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Amendment or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City

hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

4. This Amendment shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

6. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Amendment.

Article III, Paragraphs 12, 13 and 14 are added as follows:

12. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The City warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214, Subsection A.

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the City may be subject to penalties up to and including termination of the original Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the City or subcontractor is complying with the warranty under paragraph (a).

13. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Amendment.

14. The City warrants compliance with the Federal Funding Accountability and Transparency Act of 2006, associated 2008 amendments and with Arizona Revised Statutes §41-725.

ALL NOTICES OR DEMANDS upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation (ADOT)
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Attn: Transportation Department
5800 W. Glenn Drive, Ste 315
Glendale, Arizona 85301
(623) 930-2940
(623) 930-2194 Fax

ADOT Financial Management Services
Attn: Project Finance
206 S. 17th Avenue, Mail Drop 204B
Phoenix, Arizona 85007
(602) 712 8471 Fax

PURSUANT TO ARIZONA REVISED STATUTES § 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Amendment and that the Amendment is in proper form.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the original Agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA
Department of Transportation

By _____
ELAINE M. SCRUGGS
Mayor

By _____
DALLAS HAMMIT, P.E.
Deputy State Engineer, Development

ATTEST:

By _____
PAMELA HANNA
City Clerk

IGA/JPA 08-081-I Amendment One

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Amendment to the original Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this amendment to the original Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment.

DATED this _____ day of _____, 2012.

City Attorney



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/27/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jon M. Froke, AICP, Planning Director

SUBJECT: **AWARD OF BID FOR RESTORATION OF MYRTLE AVENUE CULTURAL GATEWAY**

Purpose

This is a request for City Council to award the bid and authorize the City Manager to enter into a construction agreement with JE Bowen Construction, LLC in an amount not to exceed \$105,100 for the restoration of the Myrtle Avenue Cultural Gateway located at 6040 West Myrtle Avenue.

Background

The restoration project includes two historic buildings: an adobe house built in 1936, and a service station built in 1930. The rehabilitation will be in accordance with the United States Secretary of the Interior's rehabilitation standards for the treatment of historic properties to retain the historic nature of the buildings. The property was listed on the National Register of Historic Places on January 22, 2009.

The work to be completed will be exterior and interior restoration of both the adobe house and service station, including roof repair, adobe stabilization, stucco repair, and painting. The buildings will not be occupied, and this project will complete the Myrtle Avenue Cultural Gateway.

The Engineering Department received two bids on January 19, 2012 with JE Bowen Construction, LLC being the lowest responsive and qualified bidder. Once a qualified bidder was identified, the National Parks Service had to approve the contractor in restoring historic properties. Approval from the National Parks Service was received last month. Restoration is scheduled to begin on April 30, 2012, with a completion date of July 31, 2012.

Previous Council/Staff Actions

On June 22, 2010, Council accepted a grant from the United States Department of Interior, National Park Service, for the restoration of the adobe house and service station.

Community Benefit

The restoration of the adobe house and service station will provide lasting evidence of Glendale's heritage with unique insight into a part of Glendale's history.

Budget Impacts & Costs

The funding is available through the Myrtle Avenue Cultural Gateway grant program. Matching funds are available in the FY 2011-12 capital improvement plan. No operating costs are associated with this project.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X				\$105,100

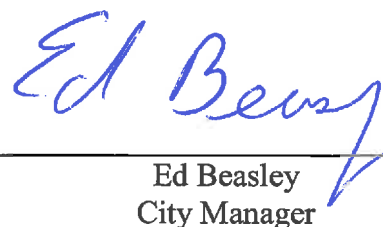
Account Name, Fund, Account and Line Item Number:

Myrtle Avenue Cultural Gateway, Account No. 1840-32153-551200, \$52,550

Myrtle Avenue Cultural Gateway-Match, Account No. 2130-84307-551200, \$52,550

Recommendation

Award the bid and authorize the City Manager to enter into a construction agreement with JE Bowen Construction, LLC for the restoration of the Myrtle Avenue Cultural Gateway in an amount not to exceed \$105,100.


Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/27/2012

TO: Ed Beasley, City Manager

FROM: Jon M. Froke, AICP, Planning Director

SUBJECT: AWARD OF BID FOR RESTORATION OF MYRTLE AVENUE
CULTURAL GATEWAY

1. Bid Tabulation
2. Construction Agreement

BID TABULATION

PROJECT#091008 - MORCOMB HOUSE REHABILITATION

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: January 19, 2012 @ 10:00 AM - CONFERENCE ROOM 3A

	CONTRACTOR	BID BOND/ CHECK	BASE BID	Add Alternate No. 1	Add Alternate No. 2	TOTAL BID WITH ALTERNATES
1	J. E. BOWEN CONSTRUCTION	BB	\$76,400.00	\$18,700.00	\$10,000.00	\$105,100.00
2	G&G SPECIALTY CONTRACTORS	BB	\$141,763.00	\$15,731.00	\$11,075.00	\$168,569.00
3						
4						
5						
6						
7						
8						
9						
10						

Engineers Estimate: \$144,667.00

Time of completion for this project is ninety (90) consecutive days from and including the date of receipt of the notice to proceed.

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and JE Bowen Construction, LLC, a Pennsylvania limited liability company authorized to do business in Arizona ("Contractor") as of the ____ day of _____, 2012.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders**, and the **Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions**;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

- 1.1 Scope.** Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.
- 1.2 Documents.** The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

- (A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than within ninety (90) consecutive calendar days from and including the date of receipt of such Notice to Proceed.

3. **Contractor's Work.**

3.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Contractor warrants that:

- (A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- (B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 **Compliance.** Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with

any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

- 3.5 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.
- 3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.
- 3.7. **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. **Compensation for the Project.**

- 4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$105,100.00 (base bid including alternates one and two), as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.
 - (A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
 - (B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 **Applications.**

- (A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 **Payment.**

- (A) After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- (B) Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 **Review and Withholding.** City's Project Manager will timely review and certify Payment Applications.

- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned

and hired automobiles.

- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts

under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

9. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

10. **Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

(A) The Notice is in writing, and

(B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

(C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

(D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.

(E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

(A) Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Jason E. Bowen
J E Bowen Construction, LLC
P.O. Box 13696
Mesa, AZ 85216-3696

(B) City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
Attn: Bill Passmore
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

City of Glendale
City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

(C) Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

(D) **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 **Interpretation.**

- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 **Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
15. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Ed Beasley
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

JE BOWEN CONSTRUCTION LLC
a Pennsylvania limited liability company
authorized to do business in Arizona

By: Jason E. Bowen
Its: Member

WOMEN-OWNED/MINORITY BUSINESS [] YES [] NO

CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____

FEDERAL TAXPAYER IDENTIFICATION NO. _____

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

The work on this project is for the rehabilitation of two historic buildings, one a residential house and the other a gas station. Both historic buildings are located on the same property at 6040 West Myrtle Avenue. The work includes repair of the exterior adobe and stucco walls, doors and windows, porch, vents and damaged soffits; repair and re-paint interior walls, doors, casework, concrete floors, and ceiling; and install new metal and asphalt shingle roofs. This is only a general description of the work and the project specifications and plans govern.

EXHIBIT B

CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$105,100.00.

DETAILED PROJECT COMPENSATION

Per Page 8 of the Bid Schedule

Base Bid	\$ 76,400.00
Add Alternate One	\$ 18,700.00
Add Alternate Two	<u>\$ 10,000.00</u>
Total Contract Amount	\$105,100.00

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
- 3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
- 4. **Exceptions.**
 - 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
 - 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
 - 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/27/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Gregory Rodzenko, P.E., Acting City Engineer

SUBJECT: **AWARD OF BID FOR 59TH AVENUE MEDIAN BARRIER
EXTENSION AT THUNDERBIRD PARK**

Purpose

This is a request for City Council to award the bid and authorize the City Manager to enter into a construction agreement with C.T. Price Contracting, Inc. in the amount not to exceed \$51,625 to extend the median barrier located along 59th Avenue at Thunderbird Park.

Background

Key elements of the project include extension of the existing concrete median barrier and relocation of landscape irrigation facilities and plants to accommodate the change. The existing median barrier ends just south of the Thunderbird Park pedestrian bridge. The project will extend the concrete barrier south for an additional 201 linear feet along 59th Avenue through the median.

While the original median barrier was designed and built to meet all federal highway technical safety standards, the extension will provide for additional separation of traffic along this section of 59th Avenue in the park.

On February 9, 2012, six bids were received for this project, with C.T. Price Contracting, Inc. being the lowest responsive bidder in the amount of \$51,625.

Previous Council/Staff Actions

On March 27, 2007, Council awarded a construction contract to Meadow Valley Contractors, Inc. for the construction of street improvements to 59th Avenue through Thunderbird Park between Deer Valley and Pinnacle Peak roads.

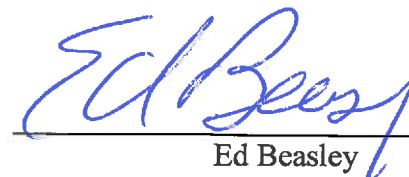
Budget Impacts & Costs

Funds are available in the FY 2011-12 capital improvement plan. There are no operating costs associated with this project once it is completed.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$51,625
<u>Account Name, Fund, Account and Line Item Number:</u> Street Scallops, Account No. 1980-68103-550800, \$51,625					

Recommendation

—
Award the bid and authorize the City Manager to enter into a construction agreement with C.T. Price Contracting, Inc. in an amount not to exceed \$51,625 to extend the median barrier located along 59th Avenue at Thunderbird Park.


Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/27/2012

TO: Ed Beasley, City Manager

FROM: Gregory Rodzenko, P.E., Acting City Engineer

SUBJECT: AWARD OF BID FOR 59TH AVENUE MEDIAN BARRIER
EXTENSION AT THUNDERBIRD PARK

1. Construction Agreement
2. Map

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and C.T. Price Contracting, Inc., an Arizona corporation ("Contractor") as of the _____ day of _____, 2012.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders**, and the **Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions**;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

- 1.1 **Scope.** Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.
- 1.2 **Documents.** The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:
 - (A) Notice to Contractors;
 - (B) Information for Bidders;
 - (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
 - (D) Proposal;
 - (E) Bid Bond;
 - (F) Payment Bond;
 - (G) Performance Bond;
 - (H) Certificate of Insurance;
 - (I) Appendix; and
 - (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

- (A) **Project Manager.** Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than sixty (60) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

- 3.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Contractor warrants that:

- (A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- (B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

- 3.3 **Compliance.** Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$51,625.00, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

- (A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
- (B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

- (A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- (A) After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- (B) Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the

insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

- 7.4 **Waiver of Subrogation.** Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
9. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
10. **Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.
11. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.
12. **Notices.**
- 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- (A) The Notice is in writing, and
 - (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.
- 12.2 **Representatives.**
- (A) **Contractor.** Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

C.T. Price Contracting Inc.
Attn: Clark Price
20622 N. 63rd Drive
Glendale, AZ 85308
 - (B) **City.** City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
Attn: Wade Ansell
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

City of Glendale
City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

(C) Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

(D) **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 **Interpretation.**

- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 **Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any

one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Dispute Resolution. Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Ed Beasley
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

C.T. PRICE CONTRACTING, INC.
an Arizona corporation

By: Clark Price
Its: President

WOMEN-OWNED/MINORITY BUSINESS [] YES [] NO

CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____

FEDERAL TAXPAYER IDENTIFICATION NO. _____

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

This project extends the median barrier along 59th Avenue at Thunderbird Park.

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$51,625.00.

DETAILED PROJECT COMPENSATION

As shown on Page 8 of the Bid Schedule.

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

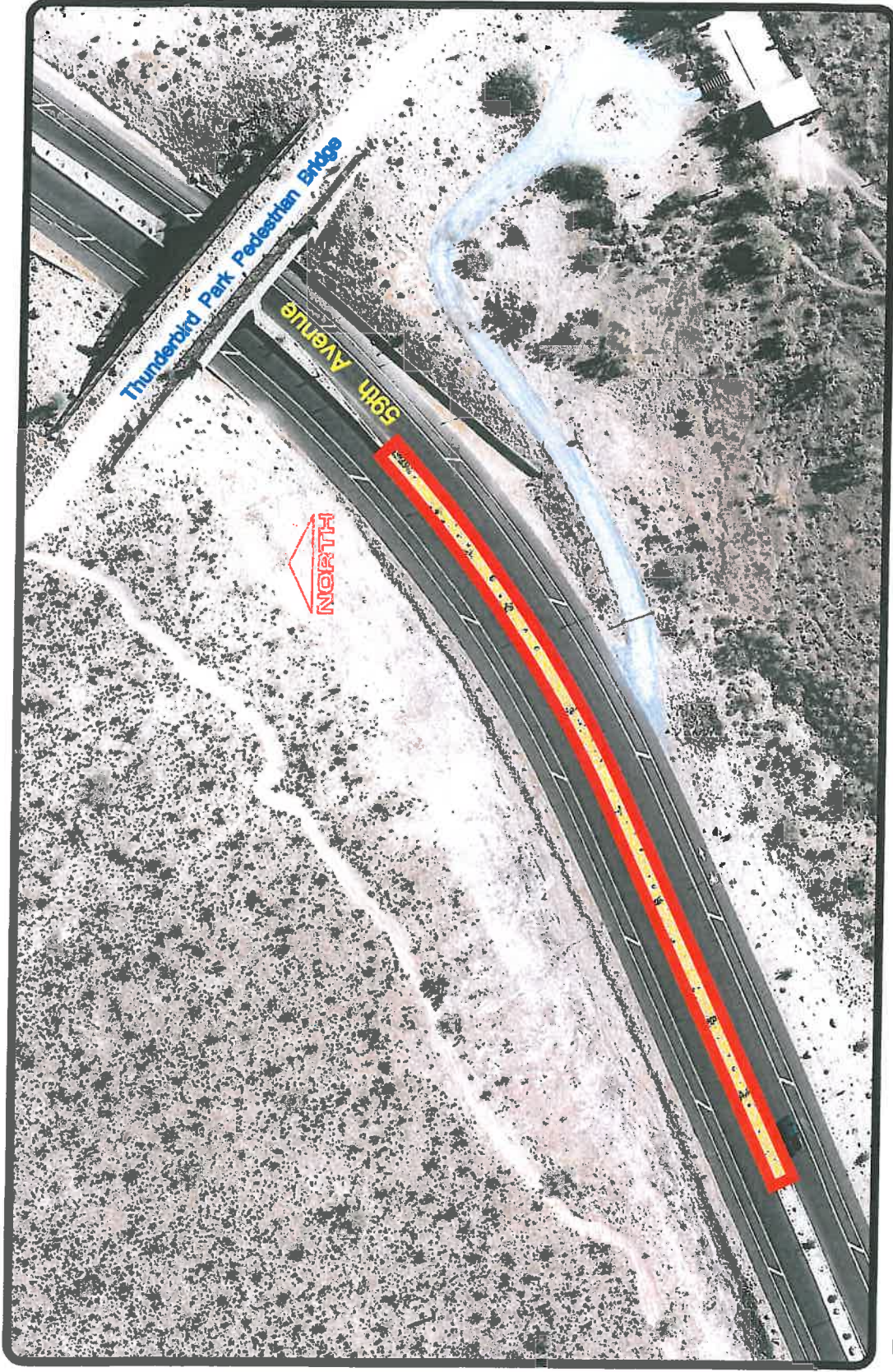
1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
- 3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
- 4. **Exceptions.**
 - 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
 - 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
 - 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



**AWARD OF BID FOR
MEDIAN BARRIER IMPROVEMENTS
AT 59TH AVENUE AND THUNDERBIRD PARK**

RESOLUTION NO. 4554 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT FOR WESTSIDE ALL HAZARDS INCIDENT MANAGEMENT TEAM WITH THE CITY OF TEMPE ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement for Equipment for Westside All Hazards Incident Management Team (AHIMT) with the City of Tempe on behalf of the Glendale Fire Department be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2012.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/27/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Mark Burdick, Fire Chief

SUBJECT: **INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TEMPE**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to execute an intergovernmental agreement (IGA) with the City of Tempe to transfer ownership of equipment for the All Hazard Incident Management Team (AHIMT) to the City of Glendale.

Background

The Arizona Department of Homeland Security (AZDOHS) is administering and overseeing the creation of Level III AHIMT's. There are 26 cities within the Central Region of Maricopa County which will be represented by three AHIMT's. These three teams will represent the West Valley, Central Valley, and East Valley. Due to geographical locations, the cities of Glendale, Phoenix, and Tempe have agreed to host the necessary equipment for their respective AHIMT areas. The teams are collaborating to develop, equip, and train staff for the purpose of providing incident command support during major emergency incidents and special events of significance for any community within the central region and statewide as needed.

In previous years, AZDOHS would purchase equipment via grants and then distribute it around the valley. This process has been discontinued and instead, AZDOHS provides grant funding to one agency with the understanding that the receiving agency will act as a pass-through entity. The City of Tempe has been awarded the State Homeland Security Grant Program (SHSGP) and as part of the award, has been designated as the pass-through entity. Some of the transferred equipment will include: 10 laptop computers, printers, generators, portable office equipment, and a hook lift truck (which will be used for transporting conex boxes of equipment) totaling \$370,678. Glendale will bear the sole responsibility for the equipment they receive pursuant to this agreement. The equipment will be supported by the manufacturer and will be stored in the joint fire/police department secured warehouse. The equipment will be available for Glendale's use during any large scale event.

This IGA meets all SHSGP requirements and is a best practice method for regional benefit, compatibility, and disbursement of SHSGP funding. This IGA will strengthen other grant funded goals and objectives already accepted by the City of Glendale including the Rapid Response Team and the Metropolitan Medical Response System.

Previous Council/Staff Actions

On November 15, 2010, the Fire Department entered into an agreement for All Hazards Incident Management Position Specific Team Training as a result of Solicitation No. 11-26.

On July 20, 2009, the Fire Department entered into an agreement for All Hazards Incident Management Position Specific Team Training as a result of Solicitation No. 09-18.

Community Benefit

Glendale is the host city for the Westside AHIMT. The Fire Department will be able to provide incident command support during major emergency incidents and special events in the West Valley and surrounding areas.

Budget Impacts & Costs

The annual operating and maintenance costs for the hook lift truck should not exceed \$750 annually and will be absorbed by the Fire Resource Management operating budget. There will be no maintenance cost for the other items.

No reimbursement will be received from the participating cities if the team is activated due to the Automatic Aid Agreement in place; however, if an incident is declared a Federal Emergency Management Agency (FEMA) disaster, Glendale will be reimbursed from the federal government.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$750

Account Name, Fund, Account and Line Item Number:

Fire Resource Management, Account No. 1000-12433-532400, \$750

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to execute an intergovernmental agreement (IGA) with the City of Tempe to transfer ownership of equipment for the All Hazard Incident Management Team (AHIMT) to the City of Glendale.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/27/2012

TO: Ed Beasley, City Manager

FROM: Mark Burdick, Fire Chief

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF
TEMPE

1. Resolution
2. Contract

WHEN RECORDED RETURN TO:

City of Tempe
31 E. Fifth Street
Tempe, AZ 85281
Attn: City Clerk

**INTERGOVERNMENTAL AGREEMENT
FOR EQUIPMENT FOR WESTSIDE ALL HAZARDS INCIDENT
MANAGEMENT TEAM
BETWEEN THE CITY OF TEMPE
AND
THE CITY OF GLENDALE
C2012-26**

This Intergovernmental Agreement ("Agreement") is made and entered into this 16th day of February 2012, ("Effective Date"), by and between the City of Glendale ("Glendale"), a municipal corporation duly organized under the laws of the State of Arizona, and the City of Tempe ("Tempe"), a municipal corporation duly organized and existing under the laws of the State of Arizona. The entities are referred to jointly herein as "Parties" and individually as "Party." This Agreement constitutes the entire understanding and agreement of the Parties.

RECITALS

A. Arizona Revised Statutes ("A.R.S."), § 11-951 through § 11-954, provide that public agencies may enter into intergovernmental agreements for the provisions of services or for joint and cooperative action.

B. Tempe is empowered by Tempe City Charter Section 1.03 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Tempe.

C. There are 26 cities in Maricopa County, also known as the Central Region, that are collaborating to develop, equip, and train three All Hazards Incident Management Teams ("AHIMT") at the Type III level. The purpose of the AHIMT is to provide Incident Command Support during major emergency incidents and special events of significance for any community within the Central Region and Statewide as needed. The cities of Glendale, Phoenix, and Tempe, due to their geographical locations, have agreed to host the necessary equipment for their respective AHIMT, Westside, Central, and Eastside.

D. Tempe purchased miscellaneous equipment including numerous laptop computers, associated equipment, printers, generators, portable office equipment, two hook-lift type trucks, and two hook-lift type containers as a part of this program. The

invoices for all of the equipment purchased by Tempe on behalf of the AHIMT, along with the costs associated with the purchase of this equipment ("Equipment") are attached hereto as ***Exhibit A***.

E. The Equipment was purchased with the use of funds secured from both the 2009 and 2010 State Homeland Security Grant Program ("SHSGP") under grants 09-AZDOHS-HSGP-555214-01 and 10-AZDOHS-HSGP-777214-01 and with the understanding of the Department of Homeland Security and Tempe that a portion of the equipment purchased would be provided to the cities of Phoenix and Glendale for their respective fire departments to use as a part of maintaining their respective Central and Westside AHIMT response programs.

F. The Parties desire to enter into this Agreement with the understanding that this is the entire Agreement and with the understanding that each Party bears the sole and complete responsibility for the equipment they receive pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the covenants and promises set forth below, Tempe and Glendale hereby mutually agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the Parties with respect to the distribution by Tempe, through the Tempe Fire Department, of certain Equipment obtained by Tempe.

2. **Equipment.**

A. Responsibility for and Use of Equipment. A portion of the Equipment listed in ***Exhibit A*** with an approximate value of \$370,650 was transferred to the care, custody and control of the Glendale Fire Department for the use of the Westside AHIMT. Tempe maintains no control over said equipment and once the equipment has been transferred to the Glendale Fire Department, any responsibility for said Equipment will be solely that of Glendale. Glendale agrees to be responsible for the maintenance and upkeep, including being responsible for the costs associated with any repairs or replacement, of the Equipment and will deal directly with the manufacturer of said Equipment in relation to any repairs, maintenance, replacements, and/or calibrations of said Equipment subject to any of the terms set forth herein. Glendale acknowledges and agrees that Tempe will not be responsible for any maintenance or replacement of, repairs to or calibrating any of the Equipment nor will Glendale seek reimbursement for any related costs from Tempe.

The use of the Equipment set forth herein shall be in accordance with the terms and conditions set forth in the agreement entered into by Tempe

with the Department of Homeland Security, a copy of which is attached hereto as ***Exhibit B***. Glendale agrees to comply with all of the conditions set forth in that agreement.

- B. Equipment Inspection. Glendale agrees to make the Equipment set forth herein available for equipment monitoring and auditing by state and/or federal authorized representatives of the State and/or Federal Departments of Homeland Security. The parties agree and understand that Tempe will not retake possession of the Equipment for any said monitoring and auditing nor will Tempe or any of its employees, agents, departments or any other representative of Tempe be responsible for, or held liable for, conducting any monitoring, auditing or any inspections of any kind of the Equipment transferred to Glendale.
 - C. Disposition of Equipment. Should Glendale determine that it no longer needs said Equipment or wants to discontinue use of said Equipment, Glendale shall follow the mandates set forth in ***Exhibit B*** and request in writing disposition instruction from the Arizona Department of Homeland Security before actual disposition of the property. Any theft, destruction or loss of the Equipment shall also be reported directly to the Arizona Department of Homeland Security pursuant to the terms of ***Exhibit B***.
 - D. Notice to Tempe. Glendale recognizes that the Tempe Fire Department is keeping a master list of the Equipment distributed to all cities solely for tracking purposes. Glendale agrees to notify the Tempe Fire Department of any theft, destruction or loss of the Equipment set forth herein.
3. **Payment**. Glendale is not required to pay Tempe for the Equipment received by Glendale under the terms of this Agreement. Rather, Tempe has been reimbursed for the cost of the Equipment by a grant secured from the Department of Homeland Security.
4. **Transactional Conflict of Interest**. All parties hereto acknowledge that this Agreement is subject to cancellation by the Parties pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
5. **Indemnification**.
- A. Indemnification. Glendale agrees to indemnify, defend, save and hold harmless Tempe, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused,

in whole or in part, by the use of the Equipment transferred hereunder, unless such Claims were solely caused by Tempe's negligence or intentional conduct. This would include any claims related to the failure of the Equipment to perform properly.

- B. Survival. This section shall survive termination, cancellation, or revocation whether whole or in part, of this Agreement for a period of one (1) year from the date of such termination, cancellation or revocation unless a timely claim is filed under A.R.S. § 12-821.01, in which case this paragraph shall remain in effect for each claim and/or lawsuit filed thereafter, but in no event shall this paragraph survive more than five (5) years from the date of termination, cancellation or revocation of this Agreement.

- 6. **Warranties and/or Guarantees.** The Parties understand that Tempe has not, will not, and is not required to, perform any independent testing of the Equipment provided to Glendale under the terms of this Agreement and Tempe in no way provides any warranties or guarantees as to the Equipment provided herein. Any warranties or guarantees that may attach to said Equipment are limited to those warranties or guarantees provided by the manufacturer of the Equipment to the purchaser of the Equipment.

7. **Interpretation of Agreement.**

- A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- B. Amendment. This Agreement shall not be modified, amended, altered, or changed except by written agreement signed by both Parties.
- C. Construction and Interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the recitals contained herein.
- D. Waiver. No waiver, whether written or tacit, of any remedy or provision of this Agreement shall be deemed to constitute a waiver of any other provision hereof or a permanent waiver of the provision concerned, unless otherwise stated in writing by the Party to be bound thereby.
- E. Relationship of the Parties. Neither Party shall be deemed to be an employee or agent of the other Party to this Agreement.
- F. Days. Days shall mean calendar days.

- G. **Severability.** In the event that any provisions of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of this Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of the other Party in an attempt to reach an agreement on a substitute provision.
8. **Authority.** Tempe and Glendale each represent, warrant and covenant to the other that they have the right to enter into and make this Agreement.
9. **Notices.** Any notice, consent or other communication or modification (“Notice”) required or permitted under this Agreement shall be in writing and shall be given by registered or certified mail or in person to the following individuals. The date of receipt of such notices shall be the date the Notice shall be deemed to have been given.

For the City of Glendale: City of Glendale Fire Department
Valeri Eddings, Deputy Chief
5800 West Glenn Drive, Suite 350
Glendale, AZ 85340

With a copy to:
City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

For the City of Tempe: Tempe City Fire Department
Special Operations Deputy Chief
P.O. Box 5002
Tempe, Arizona 85280-5002

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF GLENDALE a
municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

CITY OF TEMPE, a
municipal corporation

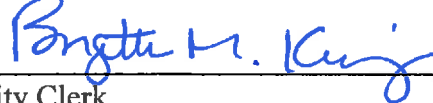
By:  _____

Name: Hugh Hallman

Its: Mayor

Date: February 16, 2012

ATTEST:

 _____
City Clerk

APPROVAL OF ATTORNEY

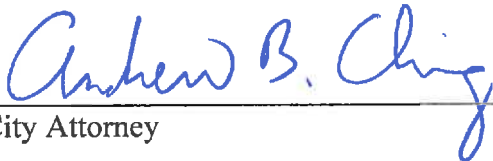
In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF GLENDALE and (ii) as to the City of Glendale only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

City Attorney

Date

APPROVAL OF CITY ATTORNEY

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF TEMPE and (ii) as to the City of Tempe only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.



City Attorney

February 16, 2012

Date

Exhibit A

INVOICES FOR EQUIPMENT PURCHASED BY CITY OF TEMPE
UTILIZING GRANT MONEY FOR THE AHIMT

Exhibit B

ARIZONE DHS SUBGRANTEE AGREEMENT
09-AZDOHS-HSGP-555214-01
10-AZDOHS-HSGP-777214-01

*TOM
AB DOT
R/S*

204924

COD?NNNNNNNNNNNNNN COD?NNNNNNNNNNNNNN COD?NNNNNNNNNNNNNN COD?NNNNNNNNNNNNNN
 == PACKING LIST == APP POWER CENTER ==
 TERMS: NET 25TH Pick/Pack No.: 128565
 Bill-To: 6976 C.O.D. ?NNNNJ Date: 05.03.10
 CITY OF TEMPE FIRE DEPT. 8:10 AM
 **PO # OR C.O.# REQUIRED
 P.O. BOX 5002
 TEMPE, AZ 85280
 Ship-To:
 CITY OF TEMPE FIRE DEPT.
 **PO # OR C.O.# REQUIRED
 P.O. BOX 5002
 TEMPE, AZ 85280
 TEL: 858-7252/7245 858-7252/7245
 Orig. Date: 04.30.10 Page: 1
 PO 204924 Tax-Exempt: Sales Person: 10

QUANTITY	ITEM NUMBER	DESCRIPTION	FLEET	NET	EXTENDED
SEE US ON THE WEB WWW.ALLPRODUCTSDISTRIBUTING.COM WWW.APPPOWERCENTER.COM					
STOCK# ESSICK 12 CU FT MORTAR MIXER, WHITEMAN QUICK PITCH 4 BLD TROWEL					
9.00	EU2000	SUPER QUIET GEN SET	1306.67	854.56	7691.04 Y
SERIAL#					
9.00	08602-Z07-000AH	500 WATT LITE RT, EU2	573.46	544.79	4903.11 Y
6.00	EB5000XK2A - Diesel	HD GENSET W/GFCI	2483.33	1624.10	9744.60 Y
S/N					
0.00		RECEIVED OR DELIVERED	0.00	0.00	0.00 N

EU2000 Ser. #
 1933711 1933712
 1933710 1933709
 1933706 1933703
 1933714 1933703
 1933713
 1933707

E85000 DIESEL (X2)
 1047445
 1044554

Signed *Sheila Henry* PRINT NAME SHEILA HENRY Date 5-3-10
 ALL ITEMS REMAIN THE PROPERTY OF THE SELLER UNTIL INVOICE IS PAID IN FULL.
 ALL POWER EQUIPMENT SALES ARE FINAL, NO RETURNS ON ELECTRICAL OR USED OR PARTS
 THAT HAVE BEEN INSTALLED. OTHER RETURNS MUST BE MADE WITHIN 30 DAYS. 20% RESTOCK
 CHARGE IS MINIMUM. Any warranties are strictly those of the manufacturer. Buyer
 not entitled to recover from us damages to property loss of income or any other
 incidental loss or damages. Buyer agrees to pay any legal fees related to the
 collection of this amount. Past due amounts charged 2% monthly. By acceptance of
 this document buyer agrees to all terms of sale. INVOICE REQUIRED FOR RETURNS.

APP POWER CENTER	Subtotal	22338.75
412 WEST GEMINI DRIVE		0.00
TEMPE, AZ 85283-1709	Sales Tax	1809.44
VOICE: (480) 838-7472	Freight	0.00
FAX: (480) 838-1373	Order Total	24148.19
TOLL FREE (888) 299-7894	TERMS:	
	OPEN ACCTS	
	NET 30 DAYS	

May 11 2010 3:32PM



pcs mobile

Invoice 32767

for City of Tempe
Page 1 of 2

Print Date

05/26/2010

Corporate Headquarters
1200 W Mississippi Ave
Denver, CO 80223
Email: sales@pcsmobile.com

Inside Sales Rep: Karen Leonard
Email: karenl@pcsmobile.com
Phone: 480-539-4590
Fax: 480-539-4589

Customer:
City of Tempe
53 S. Priest Dr. Bldg G
Tempe, AZ 85281

Salesperson: Dan Allen
Email: dana@pcsmobile.com


Customer		F.O.B.		Contract	
TEM001		Origination		PO # 200904	NIPA - 073103
Line Number	Item Number	Description/Comments	Quantity	Unit Price (\$)	Extended Price (\$)
1	CF-74JDMBDPM	24G, 19.3" Touch, 2G, 160G, 802.11, multi, WinXP, BT, p	20	3576.61	71532.2
2	CF-SVCLTNF5Y	PANASONIC TOUGHBOOK PROTECTION PLUS (5 YEARS)	20	840	16800
3	CF-VZSU49AU	NEW CF-74 Battery	40	173	6920
(Laptops)					
Quote Sub Total					\$95,252.20
Tax 8.3%					\$7,711.70
Quote Total					\$102,963.90

Notes

Manufacturers Warranty and Protection Plus covering unintentional end user damage set to expire May 26, 2015.

Serial #s

0AKSA70027 0AKSA69989 9JKSA68557 0AKSA70033 0AKSA70064 0AKSA69988 9JKSA68576 0AKSA70042 0AKSA70032
0AKSA70084 0AKSA68873 0AKSA70026 0AKSA70020 0AKSA69981 0AKSA70081 0AKSA70044 9JKSA68572 0AKSA69988
0AKSA70076 0AKSA70023

REQUESTION: 200904
REC'D (OK TO PAY):
SUPERVISOR: 
DATE: 6/9/10

www.pcsmobile.com



Invoice 060810

for: City of Tempe
Page 1 of 2

Print Date 06/08/2010

Corporate Headquarters
1200 W Mississippi Ave
Denver, CO 80223
Email: sales@pcsmobile.com

Inside Sales Rep: Karen Leonard
Email: karanl@pcsmobile.com
Phone: 480-539-4590
Fax: 480-539-4589

Customer:
City of Tempe
53 S. Priest Dr. Bldg G
Tempe, AZ 85281

Salesperson: Dan Allen
Email: dana@pcsmobile.com

Created By: Karen Leonard

Customer	PO #	F.O.B.	Terms	Contract
TEM001.	206112	Origination	NET 30	NIPA 073103

Line Number	Item Number	Description/Comments	Quantity	Unit Price (\$)	Extended Price (\$)
1	CF-AA5803AM	120W AC Adaptor for CF51MK3/CF74 *replaces CF-AA1683AM*	10	73.86	738.6
		(Batteries)			
				Quote Sub Total	\$738.60
				Tax 8.3%	\$61.30
				Quote Total	\$799.90

Notes

Manufacturers warranty expires 06/08/2011

REQUISITION: 206112
REC'D (OK TO PAY):
SUPERVISOR:
DATE: 6/9/10

www.pcsmobile.com

TECHDEPOT.

by Office DEPOT.

Invoice

Customer ID: 050321555

Invoice #: B10033624V1

Bill to:

CITY OF TEMPE LTD
STEVEN SMITH
20 EAST 6TH ST.
PO BOX 5002
TEMPE AZ 85280

Ship to:

CITY OF TEMPE LTD
STEVE SMITH
53 SOUTH PRIEST, BUILDING "G"
ITD DEPT TELECOMMUNICATIONS
TEMPE AZ 85281



Invoice Date	Invoice No	Order No	Ship Method	Terms	Due Date
3/12/2010	0000202492	B10033624	UPSGROUND	NET30	4/11/2010

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
G2277940	TARGUS RAKGEAR SLAM BACKPACK (Backpacks)	20	\$43.33	\$866.60
REQUISITION: 202492				
REQ'D (OK TO PAY):				
SUPERVISOR: <i>[Signature]</i>				
DATE: 3/25/10				

Please Remit to:
PO Box 33074
Hartford, CT 06160-3074
tel (800) 937-3559

Please include invoice # on all remittances.

Subtotal:	\$866.60
Discount:	\$0.00
Shipping & Handling:	\$0.00
Sales Tax:	\$48.53
Misc:	\$0.00
Invoice Total:	\$915.13
Payment Amount:	\$0.00
Total Amount Due:	\$915.13

THANK YOU FOR YOUR ORDER!

Solutions4SURE.com (dba Tech Depot) is a Corporation. Federal Taxpayer Identification (TIN or FEIN) #061526627

amazon.com

Final Details for Order #105-3248237-9478606

Print this page for your records.

Order Placed: February 3, 2010

Amazon.com order number: 105-3248237-9478606

Order Total: \$711.93

Shipped on February 3, 2010

Items Ordered	Price
3 of: <i>Garmin 4.3-Inch Carrying Case</i> Condition: New Sold by: Amazon.com, LLC	\$14.96
3 of: <i>Garmin nüvi 755/755T 4.3 Inch Portable GPS Navigator with Traffic</i> Condition: New Sold by: Amazon.com, LLC	\$196.90
3 of: <i>Garmin Portable Friction Mount</i> Condition: New Sold by: Amazon.com, LLC	\$25.45

Shipping Address:ROBERT HARRIS
3031 S. HARDY DR
TEMPE, AZ 85282
United States

Item(s) Subtotal:	\$711.93
Shipping & Handling:	\$0.00

Total Before Tax:	\$711.93
Sales tax:	\$0.00

Shipping Speed:

Two-Day Shipping

Total for this Shipment: \$711.93**Payment Information****Payment Method:**

MasterCard | Last digits: 5990

Item(s) Subtotal:	\$711.93
Shipping & Handling:	\$0.00

Billing Address:CITY OF TEMPE
PO BOX 5002
TEMPE, AZ 85281
United States

Total Before Tax:	\$711.93
Estimated Tax:	\$0.00

Grand Total: \$711.93To view the status of your order, return to [Order Summary](#).**Please note:** This is not a VAT Invoice.[Conditions of Use](#) | [Privacy Notice](#) © 1996-2010, Amazon.com, Inc. or its affiliates

BoundTree

Making Precious Minutes Count™
5000 Tuttle Crossing Blvd
Dublin, OH 43016

PHONE: (800) 633-0523 FAX: (800) 257-5713
www.boundtree.com

*Each
CMS-X billed
separately*

INVOICE

PLEASE REMIT TO:
BOUND TREE MEDICAL LLC
214 RELIABLE PARKWAY
CHICAGO, IL 60686-0021

Invoice: 80464647

Page: 1

Date: 08/16/2010

Customer: 205543

TIN# 31-1739487

Ship To: SHIP001

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
TEMPE, AZ 85282-3321

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
ROB HARRIS
TEMPE, AZ 85282-3321

Item Number	Ship Order Number	Account Manager	Ship to Name	Ship Date	Payment Method	
2394 (FA KIT 1)	92810571	J DREYER	DELIVER NF	08/16/2010	NET 30	
Item Number	Description	Ordered	Shipped	Qty	Unit Price	Ext Price
081290	BANDAGE ADHESIVE PLASTIC SHEER 1 IN X 3 IN 100/BX 12BX/CS	1	1	0	\$3.81	\$3.81 *
150062	BANDAGE MULTI-TRAUMA STERILE 12 IN X 30 IN 25/CS	2	2	0	\$1.91	\$3.82 *
080548	WOVEN GAUZE ROLL NON STERILE 4.5 IN X 147 IN 100RLS/CS	4	4	0	\$0.95	\$3.78 *
087773	GAUZE SPONGE, DERMACEA, STERILE 12 PLY 4 IN X 4 IN 2/PK 25PK/BX 24BX/CS	1	1	0	\$3.86	\$3.86 *
1216-01319	BOLIN CHEST SEAL 25EA/BX	1	1	0	\$17.93	\$17.93 *
150068K1	GAUZE OCCLUSIVE 3 IN X 9 IN 50/BX 4BX/CS	2	2	0	\$1.13	\$2.25 *
1214-91515	VASELINE CELOX HEMOSTATIC CLOTTING AGENT 15 G POWDER 100EA/CS	3	3	0	\$15.59	\$46.77 *
710206	BURN DRESSING WATER JEL 2 IN X 6 IN 60/CT	2	2	0	\$3.02	\$6.05 *
710404	BURN DRESSING WATER JEL 4 IN X 4 IN 60/CS	2	2	0	\$3.59	\$7.18 *
900234	AMMONIA INHALANTS 10/BX 10BX/CS	1	1	0	\$5.48	\$5.48 *
680549	SPACE RESCUE BLANKET MYLAR FOIL 84 X 62 (120/CS)	2	2	0	\$2.14	\$4.28 *
533-MS-SPLINT	Flex-All splint, orange, bendable foam and aluminum splint, 4 in. x 36 in. rolled	1	1	0	\$9.20	\$9.20 *
594001	RES-Q-VAC ADULT SOFT YANKAUER & PEDI 10FR CATH W/ FSP	1	1	0	\$85.00	\$85.00 *
170760	BLOOD PRESSURE UNIT ADULT LATEX FREE	1	1	0	\$29.88	\$29.88 *
540300	BLACK PROSPHYG 760 ORANGE TUBING	1	1	0	\$7.02	\$7.02 *
415	STETHOSCOPE DUALHEAD BLACK 60/CS	1	1	0	\$8.46	\$8.46 *
400018	PROSCOPE 670	1	1	0	\$3.87	\$3.87 *
400015P	THERMOMETER ADTEMP IV 415 DIGITAL ORAL & RECTAL	1	1	0	\$8.48	\$8.48 *
4000052	THERMOMETER SHEATHS FOR ADTEMP 100/BX 50BX/CS	1	1	0	\$5.54	\$5.54 *
D4150	PENLIGHTS DISPOSABLE 6/PK 60PKS/CS	1	1	0	\$72.08	\$72.08 *
D2301	TRAUMA SHEAR RED 7 1/4 IN	1	1	0	\$103.10	\$103.10 *
020634	CYLINDER OXYGEN WITH TOGGLE ALUMINUM D SIZE	1	1	0	\$0.72	\$1.44 *
020008	REGULATOR 2 DISS 1 BARB 0-25 L	2	2	0	\$11.97	\$11.97 *
028055	BARBED FITTING PLASTIC 50/CS	1	1	0	\$24.44	\$24.44 *
180028	AIRWAY KIT IN A PLASTIC CASE INCLUDES SIZES 1-6 BTM/HUDSON	1	1	0	\$24.44	\$24.44 *
180041	NASOPHARYNGEAL AIRWAY - NPA - SET LATEX OF FREE INCLUDES SIZES 20-24-28-32 AND 36 FR	1	1	0	\$50.00	\$50.00
	RUSCH EASY TUBE 28 FRENCH 4/BX	1	1	0	\$50.00	\$50.00
	RUSCH EASY TUBE 41 FRENCH 4/BX	1	1	0	\$50.00	\$50.00



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Invoice:	80464647
Page:	2
Date:	08/16/2010
Customer:	205543
TIN#	31-1739487

Ship To: SHIP001

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
TEMPE, AZ 85282-3321

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3031 S HARDY DR
ROB HARRIS
TEMPE, AZ 85282-3321

PO Number	Sales Order Number	Account Manager	Supplier Name	Ship Date	Payment Terms
2394 (FA KIT 1)	92810571	J DREYER	DELIVER NF	08/16/2010	NET 30
Item Number	Description	Order Qty	Ship Qty	Unit Price	Amount
477-KLTD212EA	Supraglottic airway kit, LT-D, size 2, pediatric, 35-45 in., tube, 36 cc syringe, tube jelly packet	1	1	\$42.50	\$42.50 *
477-KLTD2125EA	Supraglottic airway kit, LT-D, size 2.5, pediatric 41-51 in., tube, 36 cc syringe, tube jelly packet	1	1	\$42.50	\$42.50 *
477-KLTD213EA	Supraglottic airway kit, LT-D, yellow, size 3, adult 4-5 ft, tube, 60 cc syringe, tube jelly packet	1	1	\$40.00	\$40.00 *
477-KLTD214EA	Supraglottic airway kit, LT-D, red, size 4, adult 5-6 ft, tube, 60 cc syringe, tube jelly packet	1	1	\$40.00	\$40.00 *
477-KLTD215EA	Supraglottic airway kit, LT-D, purple, size 5, adult 6 ft and up, tube, 60 cc syringe, tube jelly	1	1	\$40.00	\$40.00 *
R5014	MASK POCKET RSQ 10/CS	1	1	\$6.53	\$6.53 *
530024	CARBON DIOXIDE (CO2) DETECTOR 24/CS	1	1	\$11.00	\$11.00 *
530025	EASY CAP CARBON DIOXIDE (CO2) DETECTOR	1	1	\$11.00	\$11.00 *
020500	PEDIATRIC 24/CS PEDI-CAP	1	1	\$4.00	\$4.00 *
020400	ENDOTRACHEAL TUBE HOLDER ADULT 100/CS THOMAS	1	1	\$4.00	\$4.00 *
520-211	ENDOTRACHEAL TUBE HOLDER PEDIATRIC/CHILD 100/CS THOMAS	1	1	\$10.61	\$10.61 *
530-213	SPUR II ADULT BVM W/ MEDIUM ADULT MASK, INDIVIDUALLY BOXED 12/CS	1	1	\$15.38	\$15.38 *
411007	SPUR II PEDIATRIC BVM W/ TODDLER MASK 12/CS	2	2	\$1.59	\$3.19 *
411011	MASK REBREATHER ELONGATED ADULT 50/CS	2	2	\$2.00	\$4.00 *
A010146	MASK REBREATHER ELONGATED PEDIATRIC 50/CS 001287	2	2	\$1.51	\$3.02 *
411058	MASK HIGH CONCENTRATION VINYL ADULT 50/CS	2	2	\$2.00	\$4.00 *
410108	MASK NON-REBREATHER HIGH CONCENTRATION PEDIATRIC, ELONGATED, 7 FT TUBING 50/CS	1	1	\$1.59	\$1.59 *
411100	MASK TOTAL NON-REBREATHER ADULT 50/CS	2	2	\$3.28	\$6.55 *
021101	NASAL CANNULA NONFLARED ADULT, WITH ELASTIC HEADBAND 50/CS	2	2	\$2.15	\$4.30 *
410336	NASAL CANNULA WITH HEADBAND, NON-FLARED PEDIATRIC 50/CS	1	1	\$2.24	\$2.24 *
D8146	NASAL CANNULA W/TUBING, INFANT, ELASTIC HEADBAND, STRAIGHT TIP W/UNIVERSAL CONNECTOR 50/CS	1	1	\$0.58	\$0.58 *
020811	TUBING OXYGEN SUPPLY STANDARD CONNECTOR 7 FT 50/CS	2	2	\$0.42	\$0.85 *
412033	TUBING CONNECTOR OXYGEN 50/CS 001811	1	1	\$2.38	\$2.38 *
020800	NEBULIZER WITH ADULT AEROSOL MASK AND 7 FT TUBING 50/CS MISTY MAX 10	1	1	\$1.95	\$1.95 *
	NEBULIZER WITH TEE 7 FT TUBING AND MOUTHPIECE MISTY MAX 10 50/CS				

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Invoice# 80464647
Page 3
Date 08/18/2010
Customer# 205543
TIN# 31-1739487

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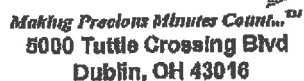
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ROB HARRIS
TEMPE, AZ 85282-3321

PO Number	SHIP TO REFERENCE	ACCOUNT Manager	SHIP TO Location	SHIP DATE	Payment Terms	
2394 (FA KIT 1)	92810571	J DREYER	DELIVER NF	08/16/2010	NET 30	
Item Number	Description	Ordered	Shipped	P.O.	Unit Price	Ext Price
351002	INTRAVENOUS (IV) ADMINISTRATION SET SELEC-3 80 IN 48/CS BIOMEDIX	3	3	0	\$5.57	\$16.71 *
601323	SODIUM CHLORIDE 0.9% 500ML 24EA/CS BAXTER 2B1323Q	3	3	0	\$2.52	\$7.56
351200	INTRAVENOUS (IV) START KIT WITH LATEX TOURNIQUET 100/CS	3	3	0	\$1.58	\$4.75 *
355141	CATHETER INTRAVENOUS (IV) SAFETY VIALON 14 GAUGE X 1.75 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355161	CATHETER INTRAVENOUS (IV) SAFETY VIALON 16 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355181	CATHETER INTRAVENOUS (IV) SAFETY VIALON 18 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355201	CATHETER INTRAVENOUS (IV) SAFETY VIALON 20 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
354221	CATHETER INTRAVENOUS (IV) SAFETY VIALON 22 GAUGE X 1 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$3.29	\$19.76 *
353241	IV SAFETY VIALON 24 G X 0.75 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
620005	SYRINGE ONLY LUER LOCK 5CC 100/BX	2	2	0	\$0.24	\$0.49 *
620010	SYRINGE ONLY LUER LOCK 10CC 100/BX	2	2	0	\$0.26	\$0.52 *
400125	MUCOSAL ATOMIZATION DEVICE (MAD) WITHOUT SYRINGE LATEX FREE 100/CS	1	1	0	\$3.71	\$3.71 *
625117	NEEDLE FILTER 18 GAUGE X 1.5 IN 5 MICRON FILTER 100/BX 10BX/CS	2	2	0	\$0.41	\$0.83 *
290970	SHARPS SHUTTLE WITH LOCKING MECHANISM, 1.5 IN X 0.5 IN INSIDE LENGTH 24EA/CS, TRANSPORTABLE, RED TOP	1	1	0	\$2.58	\$2.58 *
E6251	GLUCOSE TEST STRIPS 50/BX 12BX/CS PRECISION XTRA	1	1	0	\$42.95	\$42.95 *
179837	NEW PRECISION XTRA GLUCOSE METER METER ONLY	1	1	0	\$0.00	\$0.00
9550	NONIN PULSE OXIMETER 9550 ONYX II W/ CASE, 12/BX	1	1	0	\$314.10	\$314.10 *

* Indicates that sales tax was applied to this item.

* Indicates that sales tax was applied to this item.



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Page	4
Date	08/16/2010
Customer	205543
TIN# 31-1739487	

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Page 1

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ROB HARRIS
TEMPE, AZ 85282-3321

Item Number	Ship to or Bill to	Account Manager	Shipping Method	Ship Date	Payment Terms	
2394 (FA KIT 2)	92810832	J DREYER	DELIVER NF	08/16/2010	NET 30	
Item Number	Description	Ordered	Shipped	EOC	Unit Price	Ext Price
081290	BANDAGE ADHESIVE PLASTIC SHEER 1 IN X 3 IN 100/BX 12BX/CS	1	1	0	\$3.81	\$3.81 *
150062	BANDAGE MULTI-TRAUMA STERILE 12 IN X 30 IN 25/CS	2	2	0	\$1.91	\$3.82 *
080645	WOVEN GAUZE ROLL NON STERILE 4.5 IN X 147 IN 100RLS/CS	4	4	0	\$0.95	\$3.76 *
087773	GAUZE SPONGE, DERMACEA, STERILE 12 PLY 4 IN X 4 IN 2/PK 25PK/BX 24BX/CS	1	1	0	\$3.86	\$3.86 *
1215-01319	BOLIN CHEST SEAL 26EA/BX	1	1	0	\$17.93	\$17.93 *
150086K1	GAUZE OCCLUSIVE 3 IN X 9 IN 60/BX 4BX/CS	2	2	0	\$1.13	\$2.25 *
1214-91515	VASELINE CELOX HEMOSTATIC CLOTTING AGENT 15 G POWDER 100EA/CS	3	3	0	\$15.59	\$46.77 *
710206	BURN DRESSING WATER JEL 2 IN X 6 IN 60/CT	2	2	0	\$3.02	\$6.05 *
710404	BURN DRESSING WATER JEL 4 IN X 4 IN 60/CS	2	2	0	\$3.59	\$7.18 *
900234	AMMONIA INHALANTS 10/BX 10BX/CS	1	1	0	\$5.48	\$5.48 *
660549	SPACE RESCUE BLANKET MYLAR FOIL 84 X 62 (120/CS)	2	2	0	\$2.14	\$4.28 *
633-MS-SPLINT	Flex-Ali splint, orange, bendable foam and aluminum splint, 4 in. x 36 in. rolled	1	1	0	\$9.20	\$9.20 *
594001	RES-Q-VAC ADULT SOFT YANKAUER & PEDI 10FR CATH W/ FSP	1	1	0	\$85.00	\$85.00 *
170760	BLOOD PRESSURE UNIT ADULT LATEX FREE	1	1	0	\$29.88	\$29.88 *
540300	BLACK PROSPHYG 760 ORANGE TUBING	1	1	0	\$7.02	\$7.02 *
415	STETHOSCOPE DUALHEAD BLACK 50/CS	1	1	0	\$8.46	\$8.46 *
400018	PROSCOPE 670	1	1	0	\$3.87	\$3.87 *
400016P	THERMOMETER ADTEMP IV 415 DIGITAL ORAL & RECTAL	1	1	0	\$6.48	\$6.48 *
4000052	THERMOMETER SHEATHS FOR ADTEMP 100/BX 50BX/CS	1	1	0	\$5.54	\$5.54 *
D4150	PENLIGHTS DISPOSABLE 6/PK 60PKS/CS	1	1	0	\$72.08	\$72.08 *
D2301	TRAUMA SHEAR RED 7 1/4 IN	1	1	0	\$103.10	\$103.10 *
020834	CYLINDER OXYGEN WITH TOGGLE ALUMINUM D SIZE	2	2	0	\$0.72	\$1.44 *
020008	REGULATOR 2 DISS 1 BARB 0-25 L	1	1	0	\$11.97	\$11.97 *
028055	BARBED FITTING PLASTIC 50/CS	1	1	0	\$24.44	\$24.44 *
	AIRWAY KIT IN A PLASTIC CASE INCLUDES SIZES 1-6 BTM/HUDSON	1	1	0		
	NASOPHARYNGEAL AIRWAY - NPA - SET LATEX OF FREE INCLUDES SIZES 20-24-26-28-32 AND 36 FR	1	1	0	\$24.44	\$24.44 *
180028	RUSCH EASY TUBE 28 FRENCH 4/BX	1	1	0	\$50.00	\$50.00
180041	RUSCH EASY TUBE 41 FRENCH 4/BX	1	1	0	\$50.00	\$50.00



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Invoice# 80464648
Page 2
Date 08/16/2010
Customer# 205643
TIN# 31-1739487

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TEMPE, AZ 85282-3321

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ROB HARRIS
TEMPE, AZ 85282-3321

PO Number	Sales Order Number	Account Manager	Shipping Method	Ship Date	Payment Terms	
2394 (FA KIT 2)	92810832	J DREYER	DELIVER NF	08/16/2010	NET 30	
Item Number	Description	Ordered	Shipped	B/O	Unit Price	Extended
477-KLTD212EA	Supraglottic airway kit, LT-D, size 2, pediatric, 35-45 in., tube, 35 cc syringe, tube jelly packet	1	1	0	\$42.50	\$42.50 *
477-KLTD2125EA	Supraglottic airway kit, LT-D, size 2.5, pediatric 41-51 in., tube, 35 cc syringe, tube jelly packet	1	1	0	\$42.50	\$42.50 *
477-KLTD213EA	Supraglottic airway kit, LT-D, yellow, size 3, adult 4-6 ft, tube, 60 cc syringe, tube jelly packet	1	1	0	\$40.00	\$40.00 *
477-KLTD214EA	Supraglottic airway kit, LT-D, red, size 4, adult 5-6 ft, tube, 60 cc syringe, tube jelly packet	1	1	0	\$40.00	\$40.00 *
477-KLTD215EA	Supraglottic airway kit, LT-D, purple, size 5, adult 6 ft and up, tube, 60 cc syringe, tube jelly	1	1	0	\$40.00	\$40.00 *
R5014	MASK POCKET RSQ 10/CS	1	1	0	\$6.53	\$6.53 *
530024	CARBON DIOXIDE (CO2) DETECTOR 24/CS EASY CAP	1	1	0	\$11.00	\$11.00 *
530026	CARBON DIOXIDE (CO2) DETECTOR PEDIATRIC 24/CS PEDI-CAP	1	1	0	\$11.00	\$11.00 *
020500	ENDOTRACHEAL TUBE HOLDER ADULT 100/CS THOMAS	1	1	0	\$4.00	\$4.00 *
020400	ENDOTRACHEAL TUBE HOLDER PEDIATRIC/CHILD 100/CS THOMAS	1	1	0	\$4.00	\$4.00 *
520-211	SPUR II ADULT BVM W/ MEDIUM ADULT MASK, INDIVIDUALLY BOXED 12/CS	1	1	0	\$10.61	\$10.61 *
530-213	SPUR II PEDIATRIC BVM W/ TODDLER MASK 12/CS	1	1	0	\$15.38	\$15.38 *
411007	MASK REBREATHER ELONGATED ADULT 50/CS	2	2	0	\$1.59	\$3.19 *
411011	MASK REBREATHER ELONGATED PEDIATRIC 50/CS 001267	2	2	0	\$2.00	\$4.00 *
A010146	MASK HIGH CONCENTRATION VINYL ADULT 50/CS	2	2	0	\$1.51	\$3.02 *
411058	MASK NON-REBREATHER HIGH CONCENTRATION PEDIATRIC, ELONGATED, 7 FT TUBING 50/CS	2	2	0	\$2.00	\$4.00 *
410108	MASK TOTAL NON-REBREATHER ADULT 50/CS	1	1	0	\$1.59	\$1.59 *
411100	NASAL CANNULA NONFLARED ADULT, WITH ELASTIC HEADBAND 50/CS	2	2	0	\$3.28	\$6.55 *
021101	NASAL CANNULA WITH HEADBAND NON-FLARED PEDIATRIC 50/CS	2	2	0	\$2.15	\$4.30 *
410336	NASAL CANNULA W/TUBING, INFANT, ELASTIC HEADBAND, STRAIGHT TIP W/UNIVERSAL CONNECTOR 60/CS	1	1	0	\$2.24	\$2.24 *
D6146	TUBING OXYGEN SUPPLY STANDARD CONNECTOR 7 FT 50/CS	1	1	0	\$0.58	\$0.58 *
020811	TUBING CONNECTOR OXYGEN 50/CS 001811	2	2	0	\$0.42	\$0.85 *
412033	NEBULIZER WITH ADULT AEROSOL MASK AND 7 FT TUBING 50/CS MISTY MAX 10	1	1	0	\$2.38	\$2.38 *
020800	NEBULIZER WITH TEE 7 FT TUBING AND MOUTHPIECE MISTY MAX 10 50/CS	1	1	0	\$1.95	\$1.95 *



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Invoice# 80464648
Page 3
Date 08/16/2010
Customer# 205543
TIN# 31-1739487

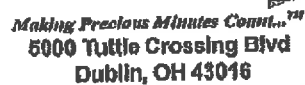
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TEMPE, AZ 85282-3321

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ROB HARRIS
TEMPE, AZ 85282-3321

PO Number	SALES ORDER NUMBER	SALES MAN	SHIPMENT NUMBER	DATE	TERMS
2394 (FA KIT 2)	92810832	J DREYER	DELIVER NF	08/16/2010	NET 30
Item Number	Description	QTY	UNIT PRICE	TOTAL PRICE	REMARKS
351002	INTRAVENOUS (IV) ADMINISTRATION SET SELEC-3 80 IN 48/CS BIOMEDIX	3	\$5.57	\$16.71 *	
601323	SODIUM CHLORIDE 0.9% 500ML 24EA/CS BAXTER 2B1323Q	3	\$2.52	\$7.56	
351200	INTRAVENOUS (IV) START KIT WITH LATEX TOURNIQUET 100/CS	3	\$1.58	\$4.75 *	
355141	CATHETER INTRAVENOUS (IV) SAFETY VIALON 14 GAUGE X 1.75 IN 50/BX 4BX/CS	8	\$2.98	\$17.87 *	
355161	INSYTE AUTOGUARD CATHETER INTRAVENOUS (IV) SAFETY VIALON 16 GAUGE X 1.16 IN 50/BX 4BX/CS	6	\$2.98	\$17.87 *	
355181	INSYTE AUTOGUARD CATHETER INTRAVENOUS (IV) SAFETY VIALON 18 GAUGE X 1.16 IN 50/BX 4BX/CS	6	\$2.98	\$17.87 *	
355201	INSYTE AUTOGUARD CATHETER INTRAVENOUS (IV) SAFETY VIALON 20 GAUGE X 1.16 IN 50/BX 4BX/CS	6	\$2.98	\$17.87 *	
354221	INSYTE AUTOGUARD CATHETER INTRAVENOUS (IV) SAFETY VIALON 22 GAUGE X 1 IN 50/BX 4BX/CS	6	\$3.29	\$19.76 *	
353241	INSYTE AUTOGUARD IV SAFETY VIALON 24 G X 0.75 IN 50/BX 4BX/CS	6	\$2.98	\$17.87 *	
620005	SYRINGE ONLY LUER LOCK 5CC 100/BX	2	\$0.24	\$0.49 *	
620010	SYRINGE ONLY LUER LOCK 10CC 100/BX	2	\$0.26	\$0.52 *	
400125	MUCOSALATOMIZATION DEVICE (MAD) WITHOUT SYRINGE LATEX FREE 100/CS	1	\$3.71	\$3.71 *	
625117	NEEDLE FILTER 18 GAUGE X 1.5 IN 5 MICRON FILTER 100/BX 10BX/CS	2	\$0.41	\$0.83 *	
290970	SHARPS SHUTTLE WITH LOCKING MECHANISM, 1.5 IN X 0.5 IN INSIDE LENGTH 24EA/CS, TRANSPORTABLE, RED TOP	1	\$2.58	\$2.58 *	
E6251	GLUCOSE TEST STRIPS 50/BX 12BX/CS PRECISION XTRA	1	\$42.95	\$42.95 *	
179837	NEW PRECISION XTRA GLUCOSE METER METER ONLY	1	\$0.00	\$0.00	
9550	NONIN PULSE OXIMETER 9550 ONYX II W/ CASE, 12/BX	1	\$314.10	\$314.10 *	

* Indicates that sales tax was applied to this item.



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244 REEFER PARKWAY
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Invoice	80464648
Page	4
Date	08/16/2010
Customer	205543
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Page 1
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TIN# 31-1739487

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Form Number	Order Number	Assembled By	Supplier Method	Ship Date	Payment Term	
2394 (FA KIT 3)	92810973	J DREYER	DELIVER NF	08/16/2010	NET 30	
Item Number	Description	On Hand	Shipped	PO	Unit Price	Ext Price
081290	BANDAGE ADHESIVE PLASTIC SHEER 1 IN X 3 IN 100/BX 12BX/CS	1	1	0	\$3.81	\$3.81 *
150062	BANDAGE MULTI-TRAUMA STERILE 12 IN X 30 IN 25/CS	2	2	0	\$1.91	\$3.82 *
080545	WOVEN GAUZE ROLL NON STERILE 4.5 IN X 147 IN 100RLS/CS	4	4	0	\$0.95	\$3.78 *
087773	GAUZE SPONGE, DERMACEA, STERILE 12 PLY 4 IN X 4 IN 2/PK 25PK/BX 24BX/CS	1	1	0	\$3.86	\$3.86 *
1215-01319	BOLIN CHEST SEAL 25EA/BX	1	1	0	\$17.93	\$17.93 *
150088K1	GAUZE OCCLUSIVE 3 IN X 9 IN 50/BX 4BX/CS	2	2	0	\$1.13	\$2.25 *
1214-91515	VASELINE CELOX HEMOSTATIC CLOTTING AGENT 15 G POWDER 100EA/CS	3	3	0	\$15.59	\$46.77 *
710206	BURN DRESSING WATER JEL 2 IN X 6 IN 60/CT	2	2	0	\$3.02	\$6.05 *
710404	BURN DRESSING WATER JEL 4 IN X 4 IN 60/CS	2	2	0	\$3.59	\$7.18 *
900234	AMMONIA INHALANTS 10/BX 10BX/CS	1	1	0	\$5.48	\$5.48 *
860549	SPACE RESCUE BLANKET MYLAR FOIL 84 X 52 (120/CS)	2	2	0	\$2.14	\$4.28 *
533-MS-SPLINT	Flex-All splint, orange, bandable foam and aluminum splint, 4 in. x 36 in. rolled	1	1	0	\$9.20	\$9.20 *
594001	RES-Q-VAC ADULT SOFT YANKAUER & PEDI 10FR CATH W/ FSP	1	1	0	\$85.00	\$85.00 *
170760	BLOOD PRESSURE UNIT ADULT LATEX FREE	1	1	0	\$29.88	\$29.88 *
640300	BLACK PROSPHYG 780 ORANGE TUBING	1	1	0	\$7.02	\$7.02 *
415	STETHOSCOPE DUALHEAD BLACK 50/CS	1	1	0	\$8.46	\$8.46 *
400018	PROSCOPE 670 THERMOMETER ADTEMP IV 415 DIGITAL ORAL & RECTAL	1	1	0	\$3.87	\$3.87 *
400015P	THERMOMETER SHEATHS FOR ADTEMP 100/BX 50BX/CS	1	1	0	\$6.48	\$6.48 *
4000052	PENLIGHTS DISPOSABLE 6/PK 80PKS/CS	1	1	0	\$5.54	\$5.54 *
D4150	TRAUMA SHEAR RED 7 1/4 IN	1	1	0	\$72.08	\$72.08 *
D2301	CYLINDER OXYGEN WITH TOGGLE ALUMINUM D SIZE	1	1	0	\$103.10	\$103.10 *
020634	REGULATOR 2 DISS 1 BARB 0-25 L	2	2	0	\$0.72	\$1.44 *
020008	BARBED FITTING PLASTIC 50/CS	1	1	0	\$11.97	\$11.97 *
028055	AIRWAY KIT IN A PLASTIC CASE INCLUDES SIZES 1-6 BTM/HUDSON	1	1	0	\$24.44	\$24.44 *
	NASOPHARYNGEAL AIRWAY - NPA - SET LATEX OF FREE INCLUDES SIZES 20-24-26-28-32 AND 36 FR					
180028	RUSCH EASY TUBE 28 FRENCH 4/BX	1	1	0	\$50.00	\$50.00
180041	RUSCH EASY TUBE 41 FRENCH 4/BX	1	1	0	\$50.00	\$50.00



INVOICE

Making Precious Minutes Count...™
5000 Tuttle Crossing Blvd
Dublin, OH 43016

PHONE: (800) 533-0523 FAX: (800) 257-5713
www.boundtree.com

PLEASE REMIT TO:
BOUND TREE MEDICAL LLC
2141 REHAB PARKWAY
CHICAGO, IL 60686-0021

Invoice# 80464649
Page 2
Date 08/16/2010
Customer# 205543
TIN# 31-1739487

Ship To: SHIP001

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
TEMPE, AZ 85282-3321

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
ROB HARRIS
TEMPE, AZ 85282-3321

PO Number	Ship To Number	Account Name	Ship To Name	Ship Date	Payment Terms	
2394 (FA KIT 3)	92810973	J DREYER	DELIVER NF	08/16/2010	NET 30	
Item Number	Description	Ordered	Shipped	Box	Unit Price	Extended
477-KLTD212EA	Supraglottic airway kit, LT-D, size 2, pediatric, 35-45 in., tube, 35 cc syringe, tube jelly packet	1	1	0	\$42.50	\$42.50 *
477-KLTD2125EA	Supraglottic airway kit, LT-D, size 2.5, pediatric 41-51 in., tube, 35 cc syringe, tube jelly packet	1	1	0	\$42.50	\$42.50 *
477-KLTD213EA	Supraglottic airway kit, LT-D, yellow, size 3, adult 4-5 ft, tube, 60 cc syringe, tube jelly packet	1	1	0	\$40.00	\$40.00 *
477-KLTD214EA	Supraglottic airway kit, LT-D, red, size 4, adult 5-6 ft, tube, 60 cc syringe, tube jelly packet	1	1	0	\$40.00	\$40.00 *
477-KLTD215EA	Supraglottic airway kit, LT-D, purple, size 5, adult 6 ft and up, tube, 60 cc syringe, tube jelly	1	1	0	\$40.00	\$40.00 *
R5014	MASK POCKET RSQ 10/CS	1	1	0	\$8.53	\$8.53 *
530024	CARBON DIOXIDE (CO2) DETECTOR 24/CS EASY CAP	1	1	0	\$11.00	\$11.00 *
530025	CARBON DIOXIDE (CO2) DETECTOR PEDIATRIC 24/CS PEDI-CAP	1	1	0	\$11.00	\$11.00 *
020500	ENDOTRACHEAL TUBE HOLDER ADULT 100/CS THOMAS	1	1	0	\$4.00	\$4.00 *
020400	ENDOTRACHEAL TUBE HOLDER PEDIATRIC/CHILD 100/CS THOMAS	1	1	0	\$4.00	\$4.00 *
520-211	SPUR II ADULT BVM W/ MEDIUM ADULT MASK, INDIVIDUALLY BOXED 12/CS	1	1	0	\$10.61	\$10.61 *
530-213	SPUR II PEDIATRIC BVM W/ TODDLER MASK 12/CS	1	1	0	\$15.38	\$15.38 *
411007	MASK REBREATHER ELONGATED ADULT 50/CS	2	2	0	\$1.59	\$3.19 *
411011	MASK REBREATHER ELONGATED PEDIATRIC 50/CS 001287	2	2	0	\$2.00	\$4.00 *
A010148	MASK HIGH CONCENTRATION VINYL ADULT 50/CS	2	2	0	\$1.51	\$3.02 *
411058	MASK NON-REBREATHER HIGH CONCENTRATION PEDIATRIC, ELONGATED, 7 FT TUBING 50/CS	2	2	0	\$2.00	\$4.00 *
410108	MASK TOTAL NON-REBREATHER ADULT 50/CS	1	1	0	\$1.59	\$1.59 *
411100	NASAL CANNULA NONFLARED ADULT, WITH ELASTIC HEADBAND 50/CS	2	2	0	\$3.28	\$6.55 *
021101	NASAL CANNULA WITH HEADBAND NON-FLARED PEDIATRIC 50/CS	2	2	0	\$2.15	\$4.30 *
410336	NASAL CANNULA W/TUBING, INFANT, ELASTIC HEADBAND, STRAIGHT TIP W/UNIVERSAL CONNECTOR 50/CS	1	1	0	\$2.24	\$2.24 *
D6146	TUBING OXYGEN SUPPLY STANDARD CONNECTOR 7 FT 50/CS	1	1	0	\$0.58	\$0.58 *
020611	TUBING CONNECTOR OXYGEN 50/CS 001811	2	2	0	\$0.42	\$0.85 *
412033	NEBULIZER WITH ADULT AEROSOL MASK AND 7 FT TUBING 50/CS MISTY MAX 10	1	1	0	\$2.38	\$2.38 *
020800	NEBULIZER WITH TEE 7 FT TUBING AND MOUTHPIECE MISTY MAX 10 50/CS	1	1	0	\$1.95	\$1.95 *



Making Precious Minutes Count...

5000 Tuttle Crossing Blvd

Dublin, OH 43016

PHONE: (800) 533-0523 FAX: (800) 257-5713

www.boundtree.com

INVOICE

PLEASE REMIT TO:
BOUND TREE MEDICAL, LLC
2124 RELIABLE PARKWAY
CHICAGO, IL 60686-9021

Invoice # 80464649
Page 3
Date 08/16/2010
Customer 205543
TIN# 31-1739487

Ship To: SHIP001

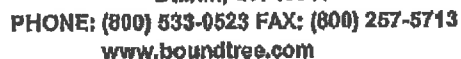
FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
TEMPE, AZ 85282-3321

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
ROB HARRIS
TEMPE, AZ 85282-3321

PO Number	Sales Order Number	Account Manager	Shipping Method	Ship Date	Payment Terms	
2394 (FA KIT 3)	02810973	J DREYER	DELIVER NF	08/16/2010	NET 30	
Item Number	Description	Ordered	Shipped	U/O	Unit Price	Extended Price
351002	INTRAVENOUS (IV) ADMINISTRATION SET SELEC-3 80 IN 48/CS BIOMEDIX	3	3	0	\$5.57	\$16.71 *
601323	SODIUM CHLORIDE 0.9% 500ML 24EA/CS BAXTER 2B1323Q	3	3	0	\$2.52	\$7.56
351200	INTRAVENOUS (IV) START KIT WITH LATEX TOURNIQUET 100/CS	3	3	0	\$1.58	\$4.75 *
355141	CATHETER INTRAVENOUS (IV) SAFETY VIALON 14 GAUGE X 1.78 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355161	CATHETER INTRAVENOUS (IV) SAFETY VIALON 16 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355181	CATHETER INTRAVENOUS (IV) SAFETY VIALON 18 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355201	CATHETER INTRAVENOUS (IV) SAFETY VIALON 20 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
354221	CATHETER INTRAVENOUS (IV) SAFETY VIALON 22 GAUGE X 1 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$3.29	\$19.76 *
353241	IV SAFETY VIALON 24 G X 0.75 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
620006	SYRINGE ONLY LUER LOCK 5CC 100/BX	2	2	0	\$0.24	\$0.49 *
620010	SYRINGE ONLY LUER LOCK 10CC 100/BX	2	2	0	\$0.26	\$0.52 *
400126	MUCOSAL ATOMIZATION DEVICE (MAD) WITHOUT SYRINGE LATEX FREE 100/CS	1	1	0	\$3.71	\$3.71 *
625117	NEEDLE FILTER 18 GAUGE X 1.5 IN 5 MICRON FILTER 100/BX 10BX/CS	2	2	0	\$0.41	\$0.83 *
290970	SHARPS SHUTTLE WITH LOCKING MECHANISM, 1.5 IN X 6.5 IN INSIDE LENGTH 24EA/CS, TRANSPORTABLE, RED TOP	1	1	0	\$2.58	\$2.58 *
E6251	GLUCOSE TEST STRIPS 50/BX 12BX/CS PRECISION XTRA	1	1	0	\$42.95	\$42.95 *
179837	NEW PRECISION XTRA GLUCOSE METER METER ONLY	1	1	0	\$0.00	\$0.00
9550	NONIN PULSE OXIMETER 9550 ONYX II W/ CASE, 12/BX	1	1	0	\$314.10	\$314.10 *

* indicates that sales tax was applied to this item.

* indicates that sales tax was applied to this item.



BOUND TREE MEDICAL, LLC
2144 RELIABLE PARKWAY
Chicago, IL 60688-0021

TIN# 31-1739487

Ship To: SHIP001

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
ROB HARRIS
TEMPE, AZ 85282-3321

[illegible]

This is your INVOICE

Page: 1 of 1

FD Number: 74-2618805
Sales Rep: JOSHUA GOSSETT
For Sales: (800)981-3358
Sales Fax: (800)433-0527
For Customer Service: (800)981-3355
For Technical Support: (800)981-3355
Dell Online: <http://www.dell.com>

Customer Number: 010177821
Purchase Order: 201423
Order Number: 160894651
Order Date: 02/16/10
83 01 0 01 01 N

Invoice Number: XDN9KKK5B
Invoice Date: 02/16/10
Payment Terms: NET DUE 30 DAYS
Due Date: 03/20/10
Shipped Via: UPS COMMERCIAL
Waybill Number:

SOLD TO:
#8WNHQPV
#0101 7782 15#
CITY OF TEMPE AZ
BRIGETTE LESURF
BLG G
63 S PRIEST DR
TEMPE AZ 85281-1243

SHIP TO:
STEVE SMITH
CITY OF TEMPE AZ
BLDG G 63 S PRIEST DR
TEMPE AZ 85281-2430

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
3	3	224-8104	Dell M410HD Projector	EA	834.75	2,504.25
3	3	908-1467	*HW WRTY, PROJ M410HD, INIT	EA	0.00	0.00
3	3	908-1468	*HW WRTY, PROJ M410HD, EXT	EA	0.00	0.00
3	3	908-7632	*ADV EXCHANGE, PROJ M410HD, 2YR EXT	EA	0.00	0.00
3	3	922-1600	*ADV EXCHANGE, PROJ M410HD, INIT	EA	0.00	0.00
		System Service Tags	HJB1LJ1, J1B1LJ1, 8XB1LJ1			

(Projectors)

REQUISITION: 201423
REC'D (OK TO PAY)
SUPERVISOR: *[Signature]*
DATE: 2/17/10

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE, ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	\$	0.00
Subtotal	\$	2,504.25
Taxable	Tax	
\$ 2,504.25	\$	185.31
ENVIRO FEE	\$	0.00
Invoice Total	\$	2,689.56



DETACH AT PERP AND RETURN WITH PAYMENT

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 802816
CHICAGO, IL 60680-2816

Invoice Number: XDN9KKK5B
Customer Name: CITY OF TEMPE AZ
Customer Number: 010177821
Purchase Order: 201423
Order Number: 160894651



Ship. &/or Handling	\$	0.00
Subtotal	\$	2,504.25
Taxable	Tax	
\$ 2,504.25	\$	185.31
ENVIRO FEE	\$	0.00
Invoice Total	\$	2,689.56
	\$	
	\$	
Balance Due	\$	2,689.56
Am't. Enclosed	\$	

000XDN9KKK5900000002689598300101778210



1990 E. 3RD STREET
TEMPE, AZ 85281
480-968-0123

INVOICE NUMBER.: 403189
INVOICE DATE.....: 06/10/2010
CUSTOMER CODE: 1052

~~Voucher~~ Voucher 00501833
Rb 422330
2394

Sold To:
CITY OF TEMPE
P O BOX 5002
TEMPE, AZ 85281

Ship To:
CITY OF TEMPE
3031 S HARDY
TEMPE, AZ 85281
480-858-7250

Customer P.O. #: 2394-7511
Ship VIA.....: COMPANY TRUCK
F.O.B.....: F.O.B
Cust. Contact.....: ROB HARRIS
Salesperson.....: Greg Fisher

Invoice Terms....: NET 30 DAYS
Order Date.....: 06/10/2010-06:32
Sales Order No.: 420990 -PO
Type of Sale.....: CHARGE SALE
Shipping Date.....: 06/10/2010

Qty Ordered	Qty B/O	Qty Shipped	Product Code	Product Description	TAX	Unit Cost	Extended Price
8	0	8	TS700	STIHL 14IN GAS CUT-OFF SAW SN # 171901502 # 171908697 # 171908694 # 171901431 # 171901481 # 171901503 # 171901504 # 172096640	Y	993.85	7,950.80
8	0	8	PC1420	*14"DIAM FIRE/RESC BLADE 20M	Y	181.35	1,450.80
8	0	8	14SEG	*14"DIAM.BLADE 20M	Y	52.05	416.40
8	0	8	0000-900-4101	METAL CARRYING CASE	Y	290.20	2,321.60
4	0	4	DCX6210	36V COMBO KIT HAM.DRILL/SAWZAL	Y	578.60	2,314.40
8	0	8	DC9360	36V BATTERY PACK	Y	159.00	1,272.00
MUST BE DEL COMPLETE SEE PAT o							

Taxable Sub-Total 15,726.00

Sales Tax 9.10 %Tax Amount 1,431.07

INVOICE TOTAL 17,157.07

AZ. LIC# PRINT NAME
DEL COMPLETE WITH 420997 ROB HARRIS 480-858-7250

BILLED COMPLETE *SHIPPED SHORT ONE METAL CARRYING
CASE*

REC'D _____

cheaper to
purchase
DeWalt combo
kit on drills
and sawzall
than individually

Reg = 0000208471
0008153589

CASETECH™

Reusable Shipping Cases

441 South 48th St., Suite 106
Tempe, AZ 85281
480-671-9405 - phone
www.4CaseTech.com

Invoice

DATE	INVOICE NO.
5/8/2010	13548

BILL TO
City of Tempe Tempe Fire Department 3031 S Hardy Drive Tempe, AZ 85280

SHIP TO
City of Tempe Tempe Fire Department 3031 S Hardy Drive Tempe, AZ 85280

P.O. NO.	Call#	SHIP DATE	SHIP VIA	TERMS	
2394-1354		5/3/2010	UPS Freight	Net 30	6/7/2010
DESCRIPTION			QTY	RATE	AMOUNT
Double Duty Field Desk			6	1,091.00	6,546.00T
472-FLD-DESK-DD-130 Red					
Admin. Field Desk			9	1,307.00	11,763.00T
472-ADMIN-DESK-130 Red					
Bookshelf			3	962.00	2,886.00T
Red with 3 adjustable shelves					
5-tote Medical Supplies Case			6	743.00	4,458.00T
472-MED-5-TOTE-130					
Shipping Charges			1	1,293.36	1,293.36
UPS Freight					
143896550					
698098251					

REQUISITION # 205435

REC'D (OK TO PAY) R

COST CTR/ACCT 7511-6351-2394

DATE 5-10-10

Effective June 1, 2010 CaseTech is relocating

Please send all payments to:

480-671-9405

Tempe, AZ 85281

Phone and fax numbers will remain the same

Thank you for your business!
Accounting Email - Jessicaw@4casetech.com

A finance charge of 1.5% per month will be charged on all PAST DUE accounts.
Returned checks will result in a \$25 penalty
All custom case sales are final.
Please pay from this invoice!

Sales Tax (8.1%)	\$2,077.89
Payments/Credits	\$0.00
Total	\$29,024.25
Balance Due	\$29,024.25

Sears Jun. 18. 2010a 7:21AM

No. 2757 P. 1 Page 1 of 1

[My Returns:](#)
[our return policy](#)
[Out Shipping](#)
[How to Ship to Alaska or Hawaii](#)
[About Delivery](#)
[Store Pick Up](#)
[Shipping to Puerto Rico](#)

Your Order Confirmation Number - 147533121

[Print page](#) | [Close Window](#)

Order Date: June 17, 2010

(This is your order information. Your e-mail confirmation is your receipt.)

Billing Address:

robert harris (480) 868-7250
3031 s. hardy
tempe, AZ 85282

Payment Method:

Card: MasterCard (****5990)\$1725.44

Total: \$1725.44 *

To: Tom
ABBOTT

2394-7511

RB

We'll send you the following item(s) to 3031 s. hardy, tempe, AZ 85282

ItemArrival MethodPriceQuantityTotal

 Craftsman 287 pc. Pit Crew Tool Set *
287 pc. Pit Crew Tool Set Sold by Sears Item # 00934287000 Standard
Mfr. model # 34287 6/23 - 6/25\$599.99\$1529.97

Subtotal: \$1529.97

Shipping: \$86.95

Sales Tax: \$128.62

Order Total: \$1725.44

Total Savings: -\$270.00

Applicable rebate forms will be included in your order confirmation e-mail.

*Because your order is still processing, this is not your purchase receipt. Your order confirmation e-mail or packing slip can be used as a receipt. For pick-up in store your "Ready for Pick-Up" e-mail is your receipt. See our returns policy for information.

© 9 Sears Brand, LLC. | Terms & Conditions | Privacy Policy



Jun. 18. 2010 7:19AM

No. 2756 P. 1 Page 1 of 2

Firearms, Rifle Cases, Pistol Cases, Tool Cases, & Guitar Cases Print Your Receipt

CASES AND MORE.com

Print | Close Window

FAX✓

2394-7511

Billing Information

city of tempe
po box 5002
tempe, AZ 85280
United States
robert_harris@tempe.gov
480-967-2001

To: Tom ABBOTT

Rob

Order Summary

Items:	\$746.97
Shipping:	\$0.00
Tax:	\$0.00
Total:	<u>\$746.97</u>

Payment Details

*Please note: All charges will appear as CSN Stores

Method	Status	Specifics	Amount
Credit Card	Mkcd	MASTERCARD: ****6990	\$746.97

Placed on: 6/17/2010 6:38:22 PM

Order Details

Need help with your order? Send us an email or call us toll free (800) 761-8892

Ship To:

robert harris
3031 s. hardy dr.
tempe, AZ 85282
United States
robert_harris@tempe.gov
480-858-7250

Item #1 - (82739626)

TOOL BOXES

* Chicago Case Company "Military-Ready" XL Jumbo 3-Pallet Tool Case (with built-in cart): 12" H x 31" W x 15" D (MMST31CART)
SKU: #CC1128

Qty	Cost
3	\$746.97

Status:
Returning:

Order is being processed
See the return policy posted on our
web site.

Ships In:
Ship Speed:
Shipping estimate:
Delivery estimate:

Usually ships in 1 to 3 business days
Ground
June 18, 2010 - June 22, 2010
June 23, 2010 - July 1, 2010

While we strive to provide great service, please note:

Shipping and Delivery Dates are estimates and may be incorrect.

CASETECH

Reusable Shipping Cases

425 South 48th St., Suite 114
Tempe, AZ 85281
480-671-9405 - phone
www.4CaseTech.com

Invoice

DATE	INVOICE NO.
10/18/2010	14711

BILL TO
City of Tempe PO Box 5002 Tempe, AZ 85280

SHIP TO
City of Tempe Tempe Fire Department 3031 S Hardy Drive Tempe, AZ 85280 PO# Tempe-0008155422

P.O. NO.	Call#	SHIP DATE	SHIP VIA	TERMS	DUE Date
Tempe-0008155422		10/18/2010	FedEx Freight	Net 30	11/17/2010
DESCRIPTION			QTY	RATE	AMOUNT
Quote #MHC-8241-Rev-A laptop cases, binocular cases, DeWalt case, Printer cases, EMS kits, Backpacks			1	9,953.90	9,953.90
Shipping Charges			1	337.72	337.72
UPS Ground 179362390390673417 1205R9540397014363 FedEx Freight 1677014220					
Customer credit				-223.42	-223.42
<p>Thank you for your business!</p> <p>Accounting Email - Jessicaw@4casetech.com</p> <p>A finance charge of 1.5% per month will be charged on all PAST DUE accounts. Returned checks will result in a \$25 penalty. All custom case sales are final. Please pay from this invoice!</p>			Sales Tax (9.3%)		\$925.71
			Payments/Credits		\$0.00
			Total		\$10,993.91
			Balance Due		\$10,993.91

Order Invoice

hayneedle ~~INC~~
Store: Binoculars.com

Order Number:
8019217845007

2394-7511

Customer: Tempe Fire
Address: PO Box 5002
Tempe
AZ 85280-5002
US

Bill To: PO Box 5002
Tempe
AZ 85280-5002
US

Ship To: 3031 S Hardy Dr
Fire Warehouse
Tempe
AZ 85282-9321
US

PRODUCTS

You have ordered the products described below for use in the U.S., and not for resale, unless otherwise specified.
All fees on this Ordering Document are in US Dollar.

Line	Product	Units	Qty	Unit Selling Price	Net Price
1.1	Steiner 10x50 Folding Binoculars (BCD157-1)	Each	20	399.50	7990.00
Subtotal					7990.00
Shipping					0.00
Tax					0.00
Total					7990.00

CONTACTS

Paid for with Mastercard ending in 5990 Robert Harris

Name:	Name:	Binoculars.com
Title:	Title:	Sales Representative
Telephone:	Telephone:	
Fax:	Fax:	
Email:	Email:	

30-Dec-10

CONFIDENTIAL

Page 1 of 1

8019217845007_0.
pdf

No. 3164 P. 1

Jan. 3. 2011 8:23AM

WESTERN SHELTER SYSTEMS

Western Shelter Systems
P.O. Box 2729
Eugene, OR 97402
Phone: (541) 344-7267
(800) 971-7201
Fax: (541) 284-2820

AN ISO 9001:2008 Registered Company

INVOICE

Customer Number: 02-CITYTEM

Invoice Number: 0073385-IN

Invoice Date: 10/8/2010

Terms: No Terms

Due Date: 10/8/2010

Bill To: City of Tempe
20 E 6th Street
PO Box 5002
Tempe, AZ 85281

Ship To: Fire Warehouse
3025 S Hardy Drive
Tempe, AZ 85282

Salesperson: 070A - SG-ST/Local Fire-NO GSA

Shipping Tracking#: 242-0029280;

Customer P.O.		Order Number	Order Date	Ship VIA	F.O.B.
TEMPE0008153545		0069131	9/8/2010		

Ordered	Shipped	B/O	Item Number	Item Description	Price	Amount
4	4	0	TTP500	500 Gallon Potable Water Containment Bladder Standard WSS Plumbing	890.00	3,560.00
4	4	0	AC2012	Portable Field Water Purification System Serial #: 8400, 8406,8411,8413	3,290.00	13,160.00

RECEIVED
34 10-18-10

O.K. TO PAY R.H.

Net Invoice: 16,720.00
Less Discount: 0.00
Freight: 350.00
Sales Tax: 0.00

Invoice Total: 17,070.00

Page: 1

If you would like to receive your invoices by e-mail rather than mail, please contact Maraina Gagner
Phone: (800) 971-7201 / e-mail: mgagner@westernshelter.com

GOODS WHOLLY OBTAINED OR PRODUCED ENTIRELY IN THE UNITED STATES

No. 3007 P. 1

Nov. 10. 2010 2:50PM



THANKYOU FOR CHOOSING ROADPOST

Important notice regarding your invoice:
Voice usage exceeding the airtime bundle
or charges after the current billing cycle
(7th of every month) will appear as an
additional invoice.

CONTACT/REMITTANCE INFO:

Roadpost USA, Inc.
Department No. 557, P.O. Box 8000
Buffalo, NY, USA, 14267
1.888.290.1616
customer@roadpost.com

HELP US SERVE YOU BETTER

Complete our short online survey and tell us
about your billing experience with Roadpost.
Visit www.roadpost.ca/billsurvey to share
your feedback.

Customer: Rodney Konishi
Account #: 234065 PO Number:
Invoice #: 5992610 Invoice Date: 01/07/2011
Amount Due: \$186.65 Due Date: 01/07/2011

Summary of Charges

Previous Balance, Payments and Adjustments

Previous Balance	\$0.00
Payment Received - Thank You (12/30/2010)	-\$11,770.00
Prepayment for Order Number 185727	
Credit	-\$11,770.00

Summary of your Current Charges

Charges for Services	\$3,900.00
Other Charges	\$7,870.00
Subtotal	\$11,770.00
Universal Service Fund	\$186.65
Total New Charges	\$11,956.65
Total Amount Due	\$186.65

PLEASE DO NOT SEND PAYMENT

Your credit card will be charged on or after the 18th of the month for
the charges listed above. No additional payment is necessary at this
time.

A late payment charge of 1.5% per month will be applied to
unpaid balances.



Account Number: 234065 Invoice Date: 01/07/2011
Invoice Number: 5992610 Due Date: 01/07/2011

Total Amount Due: \$186.65 (US\$)

Rodney Konishi
ITD
Po Box 5002
Tempe, AZ
85280 United States

Staff Summary Report



Council Meeting Date: _____

Agenda Item Number: _____

SUBJECT: Request approval to award a contract to Utility Crane & Equipment for the purchase of two (2) trucks equipped with a hook lift unit to allowing the use of interchangeable specialized emergency response "boxes" for use by the Fire Department.

DOCUMENT NAME: 20100610fst12 PURCHASES (1004-01)

COMMENTS: (RFP10-146) Total value of this contract will not exceed \$385,000.

PREPARED BY: Tony Allen, Procurement Officer, 480-350-8548

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516
Mark Simmons, Interim Fire Chief, 480-858-7218
Tom Abbott, Fire Deputy Chief, 480-858-7219
Jay Taylor, Fleet Director, 480-350-8344
Kevin Devery, Fleet Analyst, 480-350-8088

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Jerry Hart, CPA, Financial Services Manager, 480-350-8505

FISCAL NOTE: Grant funds have been obtained that will cover the cost of the units – there is no cost to the City.

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: Background Information

The City of Tempe issued a Request for Proposal (RFP) to establish a contract for the purchase of two (2) cab and chassis units equipped with a hook lift unit for use by the Fire Department. The hook lifts allow for the interchangeability of specialized boxes which are configured for different emergency response scenarios. Additionally, valley Cities will be sharing the inventory of specialized "box" units.

Evaluation Process

Thirteen responses from five firms were scored by a committee composed of Public Works, Fire and Procurement staff.

The scoring criteria included:

- Cost
- Ability to meet or exceed desired specifications
- Local parts inventory, warranty and service availability
- Training offered for chassis and hooklift system
- Delivery time
- Overall response to RFP

The committee met, reviewed and scored the submitted proposals:

Firm	Unit Description	Score	Cost
------	------------------	-------	------

Utility Crane	International/Ampliroll	252.80	\$382,920.12
RWC	International/Ampliroll	251.55	\$385,086.64
RWC	International/Swaploader	249.26	\$391,129.78
Vanguard	Mack/Swaploader	246.76	\$401,198.50
RWC	International/Stellar	246.39	\$381,128.76
Freightliner	Freightliner/Swaploader	243.19	\$373,639.34
Vanguard	Mack/Swaploader	243.06	\$401,798.50
Vanguard	Mack/Stellar	242.85	\$392,136.98
Freightliner	Freightliner/Stellar	241.54	\$362,740.02
Vanguard	Mack/Stellar	239.05	\$406,774.80
Rush	Peterbilt/Stellar	236.48	\$402,546.76
Vanguard	Mack/Swaploader	232.63	\$395,465.58
Vanguard	Mack/Swaploader	227.70	\$419,269.26

The International/Ampliroll unit offered by Utility Crane most closely meets the specifications and requirements of the proposal and offers a superior warranty on both the cab & chassis and hooklift unit justifying the higher initial cost of the unit. It is the recommendation of the committee to award a contract to Utility Crane, the overall high scorer.

ARIZONA CERTIFICATE OF TITLE



**Motor
Vehicle
Division**

48-7200 (R10/08) www.azdot.gov

Inventory Control
17992704

Vehicle Identification Number

1HTGSSJT5BJ389912

Year

2011

Make

INTL

Model

760

Body Style

TK

First Registered

00/0000

List Price

176786

Mobile Home Manufacturer

Unit Number

UTILITY CRANE & EQUIPMENT INC
2239 N BLACK CANYON HWY
PHOENIX AZ 85009-2706

Title Number

0D07011040039

Issue Date

02092011

Firm Number

1040000721

Odometer Miles (no tenths) *

0000030 A

Previous Title Number

MCO

State

Issue Date

Previous Firm Number

ORIGINAL

* A - Actual Mileage
B - Mileage in excess of the odometer mechanical limits
C - NOT Actual Mileage, warning ODOMETER DISCREPANCY

Arizona Brand

Previous Brand

State Previous Brand

State Previous Brand

State Other States With Brands

Owners/Lessees

UTILITY CRANE & EQUIPMENT INC

*Grandall
Truck*

Lienholders

LIEN RELEASE

Lienholder Name		Acknowledged before me this date		Notary Public Signature	
Lien Amount	Lienholder Signature	Date	County	State	Commission Expires

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED

UTILITY CRANE & EQUIPMENT

1

Utility Crane & Equipment Inc.
2239 N. Black Canyon Hwy.
Phoenix, AZ 85009
6023934610



Invoice Number: 23667-IN
Invoice Date: 2/7/2011

Order Number:
Order Date:
Customer No.: CITY009

PO
REQUISITION # 815 3112

REC'D (OK TO PAY) JA
SUPERVISOR Tom Abbott

DATE 2/23/11

City of Tempe
Attn.: Equipment Manager
PO Box 5002
Tempe, AZ 85280

City of Tempe
Attn.: Equipment Manager
PO Box 5002
Tempe, AZ 85280

Customer PO	Ship VIA	F.O.B	Terms			
0008153112			NET 15 DAYS			
Item Number	Unit	Ordered	Shipped			
Model A1160-2000 International SBA 7600 6X4 cab and chassis with Ampliroll 160/2000-22 hook lift unit						
/PARTS	EACH	1.00	1.00	0.00	176,786.760	176,786.76
MISC PARTS VIN #1HTGSSJT5BJ389912						
Model A1160-2000 International SBA 7600 6X4 cab and chassis with Ampliroll 160/2000-22 hook lift unit						
/PARTS	EACH	1.00	1.00	0.00	176,786.760	176,786.76
MISC PARTS VIN #1HTGSSJT9BJ389914						

2394 - 7508

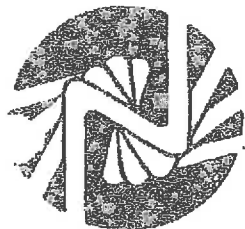
Utility Crane & Equipment hereby expressly disclaims all warranties either implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume nor authorizes any other person to assume for it any liability in connection with the sale of these parts and/or service. Buyer shall not be entitled to recover from the seller dealer any consequential damages, damages to property for loss of use, loss of time, loss of profits or income, or any incidental damages. Parts returned after 14 days will be subject to a 15% restocking fee. All special order parts are non returnable.

Net Invoice: 353,573.52
Less Discount: 0.00
Freight: 0.00
Sales Tax: 32,882.34
Invoice Total: 386,455.86
Less Deposit: 0.00
386,455.86

Received the above in good condition

DATE

Abbott - file copy



NORWOOD

EQUIPMENT, INC.

2422 South 19th Avenue • Phoenix, Arizona 85009 • Telephone 602-254-0644

1-800-352-5300 • FAX 258-5905

REQUISITION # PO # 8156128

REC'D (OK TO PAY) TA

SUPERVISOR Tom Abbott

DATE 3/29/11

SOLD TO

CITY OF TEMPE

20 E 6TH STREET

TEMPE, AZ 85281

INVOICE

1769

DATE

2/23/2011

TERMS

ON RECEIPT

PURCHASE ORDER NO.

TEMPE-0008156128

2	ATTENTION: TONY ALLEN		
	HOOK LIFT BOXES@ \$24728.00 EACH	\$49,456.00	
	CONTRACT ID: T11-018-01		
	SALES TAX 9.30%	\$4,599.42	
	TOTAL AMOUNT DUE	\$54,055.42	

GRAINGER.

PAGE 1 OF 1

465 KNIGHTSBRIDGE PKWY
LINCOLNSHIRE, IL 60069-3614
www.grainger.com

SHIP TO

CITY OF TEMPE/ROB HARRIS
1500 S CLARK DR
TEMPE AZ 85281BILL TO
CITY OF TEMPE/DHS GRANT
PO BOX 5002
TEMPE AZ 85280-5002**INVOICE**GRAINGER ACCOUNT NUMBER 868688029
INVOICE NUMBER 9492925947
INVOICE DATE 03/23/2011
DUE DATE 03/23/2011
AMOUNT DUE \$0.00PO NUMBER: Rob Harris
PO RELEASE NUMBER: ROB HARRIS
CALLER: LISA GOODMAN
CUSTOMER PHONE: 4803608548
INCO TERMS: FOB ORIGIN

THANK YOU!

FBI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 877-282-2584

PO LINE#	ITEM #	DESCRIPTION	QUANTITY	BACK ORDERED	UNIT PRICE	TOTAL
0	78KA93	Prem Inflatable Light MANUFACTURER # PIL1000	3		3,360.00	10,080.00

NUMBER OF PKGS:

WEIGHT: 0.000

DATE SHIPPED:

CARRIER: UPS GROUND

TRACKING NO:

INVOICE SUB TOTAL 10,080.00

TAX 866.88

GR. CARD OR CASH RECEIVED 10,946.88

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

Reprint

PAYMENT TERMS MasterCard - PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE

\$0.00

NO PAYMENT DUE - THIS INVOICE FOR YOUR RECORDS

BILL TO:

CITY OF TEMPE/DHS GRANT
PO BOX 5002
TEMPE AZ 85280-5002
USA

REMIT TO:

GRAINGER
DEPT. 868688029
P.O. BOX 419287
KANSAS CITY, MO 64141-8287

868688029949292594710010746881008668810000000100000011032360

X

ACCOUNT NUMBER

DATE

INVOICE NUMBER

AMOUNT DUE

868688029

03/23/2011

9492925947

\$0.00

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

Purchase & Payment Requisition **City of Tempe**

Ship To: 1400 E. APACHE BLVD.
 TEMPE AZ 85281

Business Unit: TEMPE	
Req ID:	Date
0000219151	04/14/2011
Requester	Page
Marilyn Kamb	2
Requester Signature	Currency
	USD

Line-Schd	Item	Description	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
Fund: 46000 Org: 2398 Account: 7508								

Total Requisition Amount: 29,713.00

Approval Signature	Approval Signature	Approval Signature
--------------------	--------------------	--------------------

CASETECH

Reusable Shipping Cases

A Woman Owned Small Business

425 South 48th Street, Suite 114

Tempe, AZ 85281

Phone: 480-671-9405

Fax: 480-982-9456

Quote number: MHC-8469

Date: March 31, 2011

Quote firm for 60 days

mauri@4CaseTech.com

www.4CaseTech.com

To: Tom Abbott
Tempe Fire Department
1400 E. Apache Blvd.
PO Box 5002
Tempe, AZ 85280-5002

Phone: (480) 858-7219
Email: tom_abbott@tempe.gov
Fax: (480) 858-7214

REQUISITION # 219330

REC'D (OK TO PAY) TA

SUPERVISOR Tom Abbott

DATE 4/19/11

Item	Description	Qty	Price/Each
1.	Storm iM2720 Black, yellow, OD green Airtight with PRV Edge wheels and telescoping handle Foam filled with standard cubed foam	6	\$171.16 ea.
Sub total line 1			\$1,026.96
2.	Storm iM2750 Black, yellow, OD green Airtight with PRV Edge wheels and telescoping handle Foam filled with standard cubed foam	9	\$186.53 ea.
Sub total line 2			\$1,678.77
3.	Storm iM2875-30001 NSN 8145-01-652-0165 OD green (also available in black) Airtight with PRV Edge wheels and telescoping handle Foam filled with standard cubed foam	9	\$214.47 ea.
Sub total line 3			\$1,930.23
4.	Storm iM2975 Black, OD green Airtight with PRV Edge wheels and telescoping handle Foam filled with standard cubed foam	3	\$228.22 ea.
Sub total line 4			\$684.66
5.	BTM 1550 Oxygen Box Pelican 1550 Case Custom acrylic insert for a standard D size oxygen tank	9	\$288.62

Allows space for storage of the following:

Storage of bag valve masks

Pulse oximeters

Intubation equipment

Lid organizer for tools and accessories

Sub total line 5

\$2,597.58

6. Estimated freight for lines 1-4 UPS Freight
7. Estimated freight for line 5 via UPS Ground
8. Sales Tax

\$905.95

\$122.58

\$736.39

Grand Total

\$9,683.12

Note: Tom – here are all of the Pelican Storm products, the estimated freight (shipping from two locations), sales tax and a grand total. Again, let me know if you have any questions. Thanks, Mauri

**A finance charge of 1.5% per month will be charged on all PAST DUE accounts.
Returned checks will result in a \$25 penalty.**

Prices do not reflect applicable sales tax or freight charges.

FOB:

Origin

Delivery:

Approx. 2-6 weeks ARO **PLUS TIME IN TRANSIT.**

Shipping Method: TBD – Your choice

Terms:

Net 30 days or major credit cards. All custom case sales are final.

CASETECH

Reusable Shipping Cases

A Woman Owned Small Business

425 South 48th Street, Suite 114

Tempe, AZ 85281

Phone: 480-671-9405

Fax: 480-982-9456

Quote number: MHC-8429-Rev. B

Date: March 31, 2011

Quote firm for 60 days

mauri@4CaseTech.com

www.4CaseTech.com

To: Tom Abbott
Tempe Fire Department
1400 E. Apache Blvd.
PO Box 5002
Tempe, AZ 85280-5002

Phone: (480) 858-7219
Email: tom_abbott@tempe.gov
Fax: (480) 858-7214

Item	Description	Qty	Price/Each
1.	Deployable Double Field Desk 472-FLD-DESK-DD-130 (Red) Plastic field desk which includes: (2) attaching tables (2) chairs (2) power strips (2) large edge casters (6) removable drawers Black hardware	12	\$1,119.20 ea.
REQUISITION # <u>219331</u> REC'D (OK TO PAY) <u>TA</u> SUPERVISOR <u>Tom Abbott</u> DATE <u>4/19/11</u>			
Sub Total line 1			\$13,430.40
2.	Deployable Admin. Field Desk 472-ADMIN-DESK-130 (Red) Plastic field desk which includes: (1) chair (1) detachable table (6) removable drawers Black hardware	3	\$1,405.69 ea.
Sub total line 2			\$4,217.07
3.	Estimated freight for lines 1-2 via FedEx Economy Freight		\$572.81
Sub total for freight			\$572.81
4.	Sales tax		\$1,641.21
Grand Total			\$19,861.49

Note: Tom - here are the mobile office items with subtotals, tax, freight and a grand total.
Call me with any questions. Thanks Tom! Mauri

**A finance charge of 1.5% per month will be charged on all PAST DUE accounts.
Returned checks will result in a \$25 penalty.**

Prices do not reflect applicable sales tax or freight charges.

FOB: Origin
Delivery: Approx. 6-8 weeks ARO **PLUS TIME IN TRANSIT.**
Shipping Method: TBD – Your choice
Terms: **Net 30 days or major credit cards. All custom case sales are final.**

Purchase & Payment Requisition City of Tempe

Ship To: 1400 E. APACHE BLVD.
TEMPE AZ 85281

Business Unit: TEMPE	
Req ID:	Date
0000219151	04/14/2011
Requester	Page
Marilyn Kamb	1
Requester Signature	

Line-Schd	Item	Description	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
1-1		Clark Model C30D 6,000 Forklift with air filled pneumatic tires		1.0000	EA	26,005.00	26,005.00	

Buyer: Alicia Ruiz
Vendor: 0000001898 NAUMANN HOBBS MATERIAL HANDLING
Fund: 46000 Org: 2398 Account: 7508

2-1		Hydraulic Side Shifter		1.0000	EA	1,229.00	1,229.00	
-----	--	---------------------------	--	--------	----	----------	----------	--

Buyer: Alicia Ruiz
Vendor: 0000001898 NAUMANN HOBBS MATERIAL HANDLING
Fund: 46000 Org: 2398 Account: 7508

3-1		Three Section Mast		1.0000	EA	1,400.00	1,400.00	
-----	--	-----------------------	--	--------	----	----------	----------	--

Buyer: Alicia Ruiz
Vendor: 0000001898 NAUMANN HOBBS MATERIAL HANDLING
Fund: 46000 Org: 2398 Account: 7508

4-1		Paint Unit Red or Chrome Yellow		1.0000	EA	346.00	346.00	
-----	--	------------------------------------	--	--------	----	--------	--------	--

Buyer: Alicia Ruiz
Vendor: 0000001898 NAUMANN HOBBS MATERIAL HANDLING
Fund: 46000 Org: 2398 Account: 7508

5-1		Fork Extender 72"		1.0000	EA	354.00	354.00	
-----	--	-------------------	--	--------	----	--------	--------	--

Buyer: Alicia Ruiz
Vendor: 0000001898 NAUMANN HOBBS MATERIAL HANDLING
Fund: 46000 Org: 2398 Account: 7508

6-1		Pallet Jacks 5,000 #		1.0000	EA	379.00	379.00	
-----	--	-------------------------	--	--------	----	--------	--------	--

Buyer: Alicia Ruiz
Vendor: 0000001898 NAUMANN HOBBS MATERIAL HANDLING

Approval Signature	Approval Signature	Approval Signature



Physio-Control, Inc

Formerly Medtronic ERS

11811 Willows Road NE
Post Office Box 97008
Redmond, WA 98073-9708 USA
Telephone: 425-887-4000
Fax: 425-881-2405
F.E.I.N. 81-0697891

Product Billing

Mail payments via US Mail to this address only
12100 Collections Center Drive
Chicago, IL 60693
Please reference Invoice Number on your check.
For inquiries, Call toll free 1-800-426-8047

INVOICE

112020611

07/06/11

BILL TO ACCOUNT: 03740403

SHIP TO ACCOUNT: 03740403

Sold To: 03740403

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

Please return top portion with payment.

DATE SHIPPED	PURCHASE ORDER NUMBER	SALES/SERVICE REPRESENTATIVE				
07/06/11	MIKE BAROS	CWAAP1 WECC55	liyabj1			
CARRIER	CARRIER TRACKING NUMBER	SALES ORDER	PAYMENT TERMS			
GRD	0379704086 CNT 4	S3090233-00	Net 30 Days			
LINE	QTY	DESCRIPTION	UNIT PRICE	DISC	NET PRICE	AMOUNT
1	3	LP1000, EN, STD, ECG DISP, M	3195.00		3195.00	8147.25
		Discount	479.25			
		S/N: 39789154 39789155 39789156				
2	3	SHIP KIT-LITERATURE, ENG, LP 1000	0.00		0.00	0.00
3	3	LP1000 COMPLETE SOFT SHELL CARRYING CASE	114.00		114.00	0.00
		Discount	114.00			
4	3	LP1000 Shoulder Strap for soft shell carrying case	36.00		36.00	0.00
		Discount	36.00			
5	3	ASSEMBLY - BATTERY, PRIMARY, 5/4C CELL, LIMN02, LP1000	0.00		0.00	0.00
		L/C: 1114 Expires: 04/07/17				
6	6	ELECTRODE ASSEMBLY ADULT, PRE-CONNECT	42.00		42.00	0.00
		Discount	42.00			
		L/C: 116423 Expires: 12/28/13				
7	3	CABLE ASSEMBLY-3 WIRE	205.00		205.00	0.00

REQUISITION #

224486

REC'D (OK TO PAY) TA

SUPERVISOR

Tom Abbott

DATE

9/8/4
1511/2398

*** CONTINUED ***



ACCEPTED

NOTE: TERMS CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT ARE EXPRESSLY MADE A PART OF THIS SALES AGREEMENT AND ARE INCORPORATED HEREIN.



Physio-Control, Inc

Formerly Medtronic ERS

11811 Willows Road NE
Post Office Box 97006
Redmond, WA 98073-9706 USA
Telephone: 425-887-4000
Fax: 425-881-2405
F.E.I.N. 91-0697891

Product Billing

Mail payments via US Mail to this address only
12100 Collections Center Drive
Chicago, IL 60693
Please reference invoice number on your check.
For inquiries, call toll free 1-800-426-8947

INVOICE

112020611

07/06/11

BILL TO ACCOUNT: 03740403

SHIP TO ACCOUNT: 03740403

Sold To: 03740403

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

Please return top portion with payment.

DATE SHIPPED 07/06/11	PURCHASE ORDER NUMBER MIKE BAROS	SALES/SERVICE REPRESENTATIVE CWAAP1 WECC55 liyabj1	
CARRIER GRD	CARRIER TRACKING NUMBER 0379704086 CNT 4	SALES ORDER S3090233-00	PAYMENT TERMS Net 30 Days
ECG, AHA, LIFEPAK 1000		Discount	205.00
L/C: 6891331011		1	
6963311101		2	
0-11125-000001	ACCESSORY PATCH FOR 3-WIRE CABLE AND/OR OTHER ACCESSORIES	Discount	52.00
0-11100-000001	LIFE-PATCH ECG ELECTRODES	Discount	1.50
L/C: 110328	Expires: 03/28/13	3	
10-26500-001964	OPERATING INSTRUCTIONS, LP1000, ENG	Discount	15.00
12-11101-000017	START KIT-LAC ELECTRODE, LANGUAGE SET 1	Discount	6.95
L/C: 39789958	Expires: 09/28/13	3	
Contact: MIKE BAROS Phone: 480-858-7264		Sub Total 8543.40 Freight and Handling 125.00 Taxes 806.17	

*** CONTINUED ***



ACCEPTED

NOTE: TERMS CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT ARE EXPRESSLY MADE A PART OF THIS SALES AGREEMENT AND ARE INCORPORATED HEREIN.



Physio-Control, Inc

Formerly Medtronic ERS

11811 Willows Road NE
Post Office Box 97006
Redmond, WA 98073-9706 USA
Telephone: 425-867-4000
Fax: 425-881-2406
F.E.I.N. 91-0697691

Product Billing

Mail payments via US Mail to this address only:
12100 Collections Center Drive
Chicago, IL 60698
Please reference Invoice Number on your check.
For Inquiries, Call toll free 1-800-426-8047

INVOICE

112020611

07/06/11

BILL TO ACCOUNT: 03740403

SHIP TO ACCOUNT: 03740403

Sold To: 03740403

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

Please return top portion with payment.

DATE SHIPPED 07/06/11		PURCHASE ORDER NUMBER MIKE BAROS		SALES/SERVICE REPRESENTATIVE CWAAP1 WECC55 liyabj1	
CARRIER GRD	CARRIER TRACKING NUMBER 0379704086 CNT 4		SALES ORDER S3090233-00	PAYMENT TERMS Net 30 Days	
QUOTE # 152728963 CUSTOMER FAX QUOTE 06/27/11					
					9474.57

MIKE BAROS

Site: 15

* * * ORIGINAL * * *



ACCEPTED

NOTE: TERMS CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT ARE EXPRESSLY MADE A PART OF THIS SALES AGREEMENT AND ARE INCORPORATED HEREIN.



Physio-Control, Inc

Product Billing

INVOICE

112020611

07/06/11

Formerly Medtronic ERS

11811 Willows Road NE
Post Office Box 97008
Redmond, WA 98073-9708 USA
Telephone: 425-867-4000
Fax: 425-881-2405
F.E.I.N. 91-0697691

Mail payments via US Mail to this address only
12100 Collections Center Drive
Chicago, IL 60693
Please reference invoice number on your check.
For inquiries, call toll free 1-800-426-8047

BILL TO ACCOUNT: 03740403

SHIP TO ACCOUNT: 03740403

Sold To: 03740403

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

Please return top portion with payment.

DATE SHIPPED		PURCHASE ORDER NUMBER		SALES/SERVICE REPRESENTATIVE		TAXES	
07/06/11		MIKE BAROS		CWAAP1 WECC55		11yabj1	
CARRIER		CARRIER TRACKING NUMBER		SALES ORDER		PAYMENT TERMS	
GRD		0379704086 CNT 4		S3090233-00		Net 30 Days	
LINE	QTY	DESCRIPTION	UNIT PRICE	DISC	NET PRICE	EXT TOTAL	MT
1	3	LP1000, EN, STD, ECG, BIST, M	3195.00		3195.00	8147.25	T
		S/N: 39789154 39789155 39789156					
		Discount	479.25				
2	3	SHIP KIT-LITERATURE, ENG, LP 1000	0.00		0.00	0.00	T
3	3	LP1000 COMPLETE SOFT SHELL CARRYING CASE	114.00		114.00	0.00	T
		Discount	114.00				
4	3	LP1000 Shoulder Strap for soft shell carrying case	36.00		36.00	0.00	T
		Discount	36.00				
5	3	ASSEMBLY - BATTERY PRIMARY, 5/4C CELL, LIMN02, LP1000	0.00		0.00	0.00	T
		L/C: 1114 Expires: 04/07/17		3			
6	6	ELECTRODE ASSEMBLY-ADULT, PRE-CONNECT	42.00		42.00	0.00	T
		Discount	42.00				
		L/C: 116423 Expires: 12/28/13		6			
7	3	CABLE ASSEMBLY-3 WIRE	205.00		205.00	0.00	T

*** CONTINUED ***



ACCEPTED

NOTE: TERMS CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT ARE EXPRESSLY MADE A PART OF THIS SALES AGREEMENT AND ARE INCORPORATED HEREIN.



Physio-Control, Inc

Product Billing

INVOICE

Formerly Medtronic ERS

11811 Willows Road NE
Post Office Box 87008
Redmond, WA 98073-9706 USA
Telephone: 425-887-4000
Fax: 425-881-2405
F.E.I.N. 91-0697891

Mail payments via US Mail to this address only
12400 Collections Center Drive
Chicago, IL 60693
Please reference Invoice Number on your check.
For Inquiries, Call toll free 1-800-426-8047

112020611

07/06/11

BILL TO ACCOUNT: 03740403

SHIP TO ACCOUNT: 03740403

Sold To: 03740403

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

Please return top portion with payment.

Please return top portion with payment.		SALES/SERVICE REPRESENTATIVE		liyabj1	
DATE SHIPPED	PURCHASE ORDER NUMBER	CWAAP1	WECC55		
07/06/11	MIKE BAROS				
CARRIER	CARRIER TRACKING NUMBER	SALES ORDER	PAYMENT TERMS		
GRD	0379704086 CNT 4	S3090233-00	Net 30 Days		
ECG, AHA, LIFEPAK 1000		Discount		205.00-	
L/C: 6891331011		1			
6963311101		2			
110328-000001	ACCESSORY POUCH FOR	3	0	52.00	0.00
	3-WIRE CABLE AND/OR OTHER	Discount		52.00-	
	ACCESSORIES				
111100-000001	LIFE-PATCH ECG ELECTRODES	3	0	1.50	0.00
		Discount		1.50-	
L/C: 110328	Expires: 03/28/13	3			
10325500-001964	OPERATING INSTRUCTIONS,	3	0	15.00	0.00
	LP1000, ENG	Discount		15.00-	
1141101-000017	START KIT, I/C ELECTRODE,	3	0	139.80	396.15
	LANGUAGE SET 1	Discount		6.95-	
L/C: 39789958	Expires: 09/28/13	3			
Contact: MIKE BAROS					
Phone: 480-858-7264					
Sub Total				8543.40	
Freight and Handling				125.00	
Taxes				806.17	

*** CONTINUED ***



ACCEPTED

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Physio-Control, Inc

Product Billing

INVOICE

112020611

07/06/11

Formerly Medtronic ERS

11811 Willows Road NE
Post Office Box 97008
Redmond, WA 98073-9706 USA
Telephone: 425-867-4000
Fax: 425-881-2405
F.E.I.N. 91-0697691

Mail payments via US Mail to this address only
12100 Collections Center Drive
Chicago, IL 60693
Please reference Invoice Number on your check.
For inquiries, Call toll free 1-800-426-8947

BILL TO ACCOUNT: 03740403

SHIP TO ACCOUNT: 03740403

Sold To: 03740403

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

Please return top portion with payment.

DATE SHIPPED 07/06/11		PURCHASE ORDER NUMBER MIKE BAROS		SALES/SERVICE REPRESENTATIVE CWAAP1 WECC55		liyabjl	
CARRIER GRD		CARRIER TRACKING NUMBER 0379704086 CNT 4		SALES ORDER S3090233-00		PAYMENT TERMS Net 30 Days	
QUOTE# 1-152728963 CUSTOMER FAX QUOTE 06/27/11							
<div style="border: 1px solid black; height: 400px; width: 100%;"></div>							
							9474.57

MIKE BAROS

Site: 15

*** ORIGINAL ***



ACCEPTED

NOTE: TERMS CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT ARE EXPRESSLY MADE A PART OF THIS SALES AGREEMENT AND ARE INCORPORATED HEREIN.

CLARK

INSTALLATION REPORT

MODEL	SERIAL SEQ.	SERIAL LOT	SR NUMBER	INSTALLING DLR NO./SERVICING DLR NO.
C30A	0976	9677	296124	7325 / 7325

INSTALLATION DATE	HOUR METER	RENTAL	MAKE READY DATE	INST. TRAVEL HOURS
10/18/11	1003	YES <input type="checkbox"/> NO <input type="checkbox"/>	9/28/11	1
MONTH DAY YEAR		YES <input type="checkbox"/> NO <input type="checkbox"/>	MONTH DAY YEAR	

EXPANDED WARRANTY ON EQUIPMENT?

IF YES, SEE SR FOR DETAIL

OWNER'S NAME (NO ABBREVIATIONS)

OWNER'S STREET ADDRESS (MAILING)

CITY

PROV/STATE

COUNTRY

ZIP

SERIAL NUMBER INFORMATION SHOWN BELOW IS ONLY REQUIRED WHEN THE DEALERSHIP MAKES CHANGES OR ADDITIONS TO THE EQUIPMENT AS RECEIVED.

ATTACHMENT

NAME

SERIAL NUMBER

DRIVE MOTOR/ENGINE

SERIAL NUMBER(S)

1.
2.

UPRIGHT

MFH

DECK NUMBER

SERIAL NUMBER

SERIAL STEER AXLE NUMBER

TRANSMISSION SERIAL NUMBER

ELECTRIC CONTROL SERIAL NO.

I HEREBY ACKNOWLEDGE RECEIPT OF:

1. WARRANTY CERTIFICATE (PRINTED ON BACK OF THIS FORM)
2. OPERATOR'S MANUAL
3. EMPLOYER'S GUIDE TO MATERIAL HANDLING SAFETY

OPERATOR TRAINING IS AVAILABLE THROUGH THE DEALER

DEALER'S REPRESENTATIVE SIGNATURE

OWNER'S REPRESENTATIVE SIGNATURE

9 28 11
MONTH DAY YEAR

10 18 11
MONTH DAY YEAR

*NOTE - THE ABOVE INFORMATION IS TO BE ENTERED INTO THE "CLARK ONLINE SYSTEM" BY THE DEALERSHIP
ORIGINAL-RETAIN IN DEALERSHIP RECORDS, 2ND COPY-GIVE TO CUSTOMER

CLARK

INSTALLATION REPORT

MODEL SERIAL SEQ. SERIAL LOT SR NUMBER INSTALLING DLR NO./SERVICING DLR NO.
C30D 0974 9677 296122 7325 / 7325

INSTALLATION DATE

HOUR METER

RENTAL

MAKE READY DATE

INST. TRAVEL
HOURS

10/18/11
MONTH DAY YEAR

0001
HOUR METER

YES NO
☐ ☐

9/28/11
MONTH DAY YEAR

1
INST. TRAVEL HOURS

YES NO
☐ ☐

IF YES, SEE SR FOR DETAIL

EXPANDED WARRANTY ON EQUIPMENT?

OWNER'S NAME (NO ABBREVIATIONS)

OWNER'S STREET ADDRESS (MAILING)

CITY

PROV/STATE

COUNTRY

ZIP

SERIAL NUMBER INFORMATION SHOWN BELOW IS ONLY REQUIRED WHEN THE DEALERSHIP MAKES CHANGES OR ADDITIONS TO THE EQUIPMENT AS RECEIVED.

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9 28 11
MONTH DAY YEAR

OWNER'S REPRESENTATIVE SIGNATURE

10 18 11
MONTH DAY YEAR

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ORIGINAL-RETAIN IN DEALERSHIP RECORDS, 2ND COPY-GIVE TO CUSTOMER



Naumann Hobbs - Phoenix
4336 S 43rd Place
Phoenix, AZ 85040

☎ (602) 437-1331
(602) 437-3363

INVOICE

Invoice	Date	Customer
NE100001107 596773	11/08/2011	13956

Page 1 of 1

Sold to :

CITY OF TEMPE
PO BOX 5002
TEMPE, AZ 85280

Shipped to :

CITY OF TEMPE
1425 S CLARK DRIVE
TEMPE, AZ 85281

Registration :

Notes :

Quantity	PMF Product - Description		Unit Price	Total Price
Order : EN100001197 11/08/2011 Entered by : Mike Samuel Salesperson : DANIELGIBBONS				
Delivery : EN100001197-1 11/08/2011				
Cust PO# : TEMPE-0008164149				
CLARK C30D				
1	2011	Clark Equip - C30D - C30D	0	28,980.00 28,980.00
S/N: P232D09749677		Dealer ID: 1664754	Plate No 12	Meter : 0 Ship Dt:
1		Brudi Equip - FR3510B - FR3510B	0	
S/N: 340480US		Dealer ID: 1670436	Plate No 24	Meter : 0 Ship Dt:
1	2011	Clark Equip - C30D - C30D	0	28,980.00 28,980.00
S/N: P232D09759677		Dealer ID: 1664755	Plate No 25	Meter : 0 Ship Dt:
1		Brudi Equip - FR3510B - FR3510B	0	
S/N: 340481US		Dealer ID: 1670437	Plate No 24	Meter : 0 Ship Dt:
1	2011	Clark Equip - C30D - C30D	0	28,980.00 28,980.00
S/N: P232D09769677		Dealer ID: 1664756	Plate No 12	Meter : 0 Ship Dt:
1		Brudi Equip - FR3510B - FR3510B	0	
S/N: 340482US		Dealer ID: 1670438	Plate No 24	Meter : 0 Ship Dt:

Due Date	Payment	Amount	Paid	Tax	Basis	Tax rate	Tax Amount
12/08/2011	On Account	95,025.42	0.00	Arizona (Full-rate)	86,940.00	6.6000 %	5,738.04
				Maricopa County (Full-rate)	86,940.00	0.7000 %	608.58
				Tempe (Full-rate)	86,940.00	2.0000 %	1,738.80

Detach at line and return with payment



Naumann Hobbs Material Handling
PO Box 63093
Phoenix, AZ 85082-3093

Total Amount :	86,940.00
Sales Tax :	8,085.42
Total :	95,025.42
Payment :	
To pay :	95,025.42

Invoice NE100001107

Date 11/08/2011

Customer 13956

All amounts are in US Dollars (\$)

Accounts over 30 days are subject to a 1.5 % service charge (except rate 95 %), and all costs of collection including reasonable attorney's fee.



Naumann Hobbs - Phoenix
4336 S 43rd Place
Phoenix, AZ 85040

(602) 437-1331
(602) 437-3363

REPRINT INVOICE

Invoice Date Customer
SP100005992 **10/27/2011** **13956**
590745

Page 1 of 1

Sold to :

CITY OF TEMPE
PO BOX 5002
TEMPE, AZ 85280

Shipped to :

CITY OF TEMPE
1400 E APACHE BLVD
TEMPE, AZ 85281

Registration :
Notes :

TONY ALLEN # 480-350-8548

Quantity	PMF Product - Description	Unit Price	Total Price
Order : ES100003872 05/04/2011 Entered by : z Sharon Broecker Salesperson : DANIELGIBBONS Delivery : ES100003872-1 05/05/2011 Cust PO# : TEMPE-0008164149			
PALLET JACKS & EXTENSIONS			
1 2011	Crown Equip - PTH50-2748 - 27X48 IN PALLET JACK 5,000 LBS CAP	379.00	379.00
S/N: 7-656619	Dealer ID: 1658645 Plate N:	Meter : 0	Ship Dt:
1 2011	Crown Equip - PTH50-2748 - 27X48 IN PALLET JACK 5,000 LBS CAP	379.00	379.00
S/N: 7-656618	Dealer ID: 1658612 Plate N:	Meter : 0	Ship Dt:
1 2011	Crown Equip - PTH50-2748 - 27X48 IN PALLET JACK 5,000 LBS CAP	379.00	379.00
S/N: 7-656667	Dealer ID: 1661405 Plate N:	Meter : 0	Ship Dt:
3	Misc Parts - MI - 72" FORK EXTENSIONS SPSO - .	354.00	1,062.00
		0	0

Due Date	Payment	Amount	Paid	Tax	Basis	Tax rate	Tax Amount
11/26/2011	On Account	2,403.50	0.00	Arizona (Full-rate)	0.00	0.0000 %	0.00
				Arizona (Full-rate)	2,199.00	6.8000 %	145.13
				Maricopa County (Full-rate)	0.00	0.0000 %	0.00
				Maricopa County (Full-rate)	2,199.00	0.7000 %	15.39
				Phoenix (Full-rate)	0.00	0.0000 %	0.00
				Phoenix (Full-rate)	2,199.00	2.0000 %	43.98

Detach at line and retain with payment



Naumann Hobbs Material Handling
PO Box 63093
Phoenix, AZ 85082-3093

Total Amount : 2,199.00
Sales Tax : 204.50
Total : 2,403.50
Payment :
To pay : 2,403.50

Invoice SP100005992

Date 10/27/2011

Customer 13956

All amounts are in US Dollars (\$)

Accounts over 30 days are subject to a 1.5 % service charge (annual rate 18 %), and all costs of collection including reasonable attorney's fee.

SUBGRANTEE AGREEMENT

09-AZDOHS-HSGP-555214-01

Enter Grant Agreement Number above (e.g., 655xxx-xx)

Between

**The Arizona Department of Homeland Security
And**

Tempe Fire Department

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Tempe Fire Department

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2009 and shall terminate on September 30, 2010.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled
"Phase 2 Central Region All Hazards Incident Management Teams Equipment"

Enter Title of Workbook

and funded at \$747,348.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to \$747,348.00 to the subrecipient for services provided under Paragraph III. Enter Funded Amount above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore should the project not be completed the subrecipient shall reimburse said funds directly to AZDOHS immediately, or be completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

Consultants

Billings for consultants must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and should not exceed the maximum of \$450 per day per consultant unless prior written approval is granted by the AZDOHS.

Personnel and Travel Costs

Personnel and travel costs must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time can the subrecipient's policies exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.az>

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph 8(a).

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.

- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) **Programmatic Reports**

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided except for the final report which shall be submitted within forty-five (45) days. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Quarterly reports are due:
January 15 (period October 1 – December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)
- c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein; whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. SUBCONTRACTORS

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy, OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide.

The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind either party for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. § 41, Chapter 9, Article 4 and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This project was supported by Federal Grant CFDA 97.067 awarded by the Arizona Department of Homeland Security. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security and the Arizona Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in

vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

- a) The grantee and subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The recipient acknowledges that GPD and AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient agrees to consult with GPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

- c) The recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security." The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- d) The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) To the extent that recipients of a grant use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- f) The recipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov

AZDOHS shall address all notices relative to this Agreement to:

Fire Chief Cliff Jones

Enter Title, First & Last Name above

Tempe Fire Department

Enter Agency Name above

P.O. Box 5002

Enter Street Address

Tempe, AZ 85280-5002

Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Tempe Fire Department

Enter Agency Name above



Authorized Signature above

Cliff Jones, Fire Chief

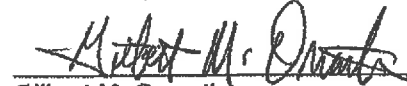
Print Name & Title above

Feb 22, 2010

Enter Date above

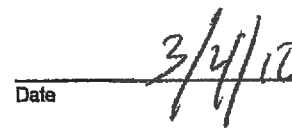
FOR AND BEHALF OF THE

Arizona Department of Homeland Security



Gilbert M. Orrantia

Director



Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

SUBGRANTEE AGREEMENT Amendment #1
09-AZDOHS-HSGP- 555214-01
Enter Grant Agreement Number above (e.g., 444-xxx-xx)
Between
The Arizona Department of Homeland Security
And
Tempe Fire Department
Enter the Name of the Subgrantee Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2009 and shall terminate on September 30, 2010.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on October 1, 2009 and shall terminate on December 31, 2010.

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

IN WITNESS WHEREOF

The parties hereto agree to execute this Amendment.

FOR AND BEHALF OF THE

Mark Simmons

Enter the Name of the Subgrantee above

[Signature]

Authorized Signature above

Mark Simmons, Fire Chief

Print Name & Title above

September 7, 2010

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

[Signature]

Gilbert M. Orrantia

Director

9/14/10

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Any unauthorized changes to this document will result in termination of this award.

SUBGRANTEE AGREEMENT Amendment #2

09-AZDOHS-HSGP- 555214-01

Enter Grant Agreement Number above (e.g., 444-xxx-xx)

Between

The Arizona Department of Homeland Security

And

Tempe Fire Department

Enter the Name of the Subgrantee Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2009 and shall terminate on September 30, 2010.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on October 1, 2009 and shall terminate on **March 31, 2011**.

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

IN WITNESS WHEREOF

The parties hereto agree to execute this Amendment.

FOR AND BEHALF OF THE

Tempe Fire Department

Enter the Name of the Subgrantee above

[Signature]

Authorized Signature above

Mark Simmons, Fire Chief

Print Name & Title above

December 20, 2010

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

[Signature]

Gilbert M. Orrantia

Director

Date

1/06/11

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Any unauthorized changes to this document will result in termination of this award.

SUBGRANTEE AGREEMENT

10-AZDOHS-HSGP-777214-01

Enter Grant Agreement Number above (e.g., 777xxx-xx)

Between

**The Arizona Department of Homeland Security
And**

Tempe Fire Department

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the
Tempe Fire Department

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2011. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled
"Phase 3, Central Region All Hazards Incident Management Teams Equip Suppo"

Enter Title of Application

and funded at \$ 217,057.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to \$ 217,057.00 to the subrecipient for services provided under Paragraph III. Enter Funded Amount above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part 11, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with substantially with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) **Financial Reimbursements**

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XXXVIII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement

on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Deputy Chief Tom Abbott

Enter Title, First & Last Name above

Tempe Fire Department

Enter Agency Name above

P.O. Box 5002

Enter Street Address

Tempe, AZ, 85280-5002

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Tempe Fire Department

Enter Agency Name above



Authorized Signature above

Mark Simmons, Fire Chief

Print Name & Title above

10/6/2010

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security



Gilbert M. Orrantia

Director

10/20/10

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

RESOLUTION NO. 4555 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED "DECLARATION OF TRUST (PUBLIC HOUSING MODERNIZATION GRANT PROJECTS)" WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND DIRECTING THE CITY CLERK TO RECORD SAID DECLARATION OF TRUST.

WHEREAS, the City of Glendale has entered into a Consolidated Annual Contributions Contract No. SF-446 for Low Rent Public Housing Program and Annual Contributions Contract No. SF-512 for Housing Certificate Program with the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, HUD now requires the annual recording of a Declaration of Trust (Public Housing Modernization Grant Projects) for all cities and towns receiving federal funds for their respective low-income resident housing facilities.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement entitled, "Declaration of Trust (Public Housing Modernization Grant Projects)" with HUD be entered into, which declaration is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager is hereby authorized and directed to execute and deliver said Declaration of Trust on behalf of the City of Glendale. The City Manager is hereby further authorized and directed to execute and deliver any and all future annual Declarations of Trust required by HUD relating to the City of Glendale's low rent public housing program.

SECTION 3. That the City Clerk be instructed and authorized to record this and future Declarations of Trust with the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale,
Maricopa County, Arizona, this _____ day of _____, 2012.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_hud_declaration.doc



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/27/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jim Colson, Deputy City Manager

SUBJECT: **DECLARATION OF TRUST (PUBLIC HOUSING
MODERNIZATION GRANT PROJECTS)**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement entitled, "Declaration of Trust (Public Housing Modernization Grant Projects)" with the U.S. Department of Housing and Urban Development (HUD).

Background

In 1971, the City of Glendale entered into a Consolidated Annual Contributions Contract No. SF-446 with HUD for Low Rent Public Housing Program and was later amended by the Annual Contributions Contract No. SF-512 for Housing Certificate Program with HUD.

HUD now requires the annual recording of a Declaration of Trust (Public Housing Modernization Grant Projects) for all cities and towns receiving federal funds for their respective low-income resident housing facilities. The Declaration of Trust is a legal instrument that formally grants HUD beneficiary interest in public housing properties. In order to continue receiving HUD funding, the Declarations of Trust must now be filed as part of the Agency Plan, which is due each year in April.

Community Benefit

The filing of the Declaration of Trust will ensure that the city is in compliance with the federal regulations that enable the city to remain eligible to receive the capital funds that make it possible to operate and maintain the city-owned public housing communities.

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement entitled, "Declaration of Trust (Public Housing Modernization Grant Projects)" with the U.S. Department of Housing and Urban Development; and further

authorizing the City Manager to execute and deliver any and all future annual Declarations of Trust required by HUD relating to the City of Glendale's low rent public housing program.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/27/2012

TO: Ed Beasley, City Manager

FROM: Jim Colson, Deputy City Manager

SUBJECT: DECLARATION OF TRUST (PUBLIC HOUSING MODERNIZATION
GRANT PROJECTS)

1. Resolution
2. Declaration of Trust

Declaration of Trust

(Public Housing Modernization Grant Projects)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0270
exp. 09/30/2013

Whereas, (1, see instructions) the City of Glendale

(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of Arizona, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 07/30/1971, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 07/01/2011, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

Whereas, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the City of Glendale, County of Maricopa, State of Arizona which will provide approximately (6) 155 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) AZ20P00350112 and individual projects as follows:

Project No. (8) AZ003001 with approximately 51 dwelling units,
Project No. (8) AZ003002 with approximately 70 dwelling units, and
Project No. (8) AZ003004 with approximately 34 dwelling units; and

Whereas, the modernization of each Project will have been financed with grant assistance provided by HUD.

Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

The City of Glendale, County of Maricopa, State of Arizona

To Wit: (Insert legal description for each individual project.)(10)

See Exhibit A (attached)

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, To Wit:

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) _____.

(Seal)

(1, see instructions)

By _____ Chairperson

Attest _____ Secretary

Date (mm/dd/yyyy) _____

Project No. AZ003001

Declaration of Trust

REAL PROPERTY DESCRIPTION

LOT 1, BLOCK 5, ORCHARD ADDITION TO GLENDALE; AND THE SOUTH 424.64 FEET OF LOT 2, BLOCK 5, ORCHARD ADDITION TO GLENDALE, EXCEPT THE WEST 30 FEET THEREOF; AND EXCEPT THE NORTH 85 FEET OF THE SOUTH 259.03 FEET OF LOTS 1 AND 2, BLOCK 5; AND EXCEPT THAT PART OF LOT 1, BLOCK 5, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 12 FEET, THENCE EAST TO A POINT 10 FEET WEST OF THE EAST LINE OF LOT 1, THENCE SOUTHEAST TO A POINT ON THE EAST LINE OF LOT 1, SAID POINT BEING 22 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 1, THENCE NORTH TO THE NORTHEAST CORNER, THENCE WEST TO THE POINT OF BEGINNING.

(SOUTHWEST CORNER OF 61ST AVENUE AND GLENDALE AVENUE)
144-09-012A

Project No. AZ003002

The West half of Lot One (1), Block Two (2) WOODFORD ADDITION to Glendale, according to the plat thereof of record in the office of the County Recorder of Maricopa County, Arizona, in Book 2 of Maps, at page 54 thereof.

The East half of Lot Two (2), Block Two (2), in WOODFORD ADDITION, to Glendale, according to the plat thereof of record in the office of the County Recorder of Maricopa County, Arizona, in Book 2 of Maps, at page 54, thereof.

Project No. AZ003004

The South half of the West half of the West half of Lot 9, Block 2, WOODFORD ADDITION, per map recorded in Book 2, Page 54 of Maps, and the South 20 feet of the North half of the West half of the West half of said Lot 9, Block 2, also that part of Block 16, SUGAR ADDITION AMENED, per map recorded in Book 8, Page 19 of Maps, lying South of the Westerly extension of the East and West center line of said Lot 9, Block 2; also the South 20 feet of that part of said Block 16 situated North of said center line; said center line being defined as located midway between the North line of said Lot 9, Block 2 and the South line of the Northeast quarter of Section Eight (8), Township Two (2) North, Range two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.